

VILLAGE OF ANGEL FIRE

Angel Fire NM 87710

(575) 377-3232

PUBLIC NOTICE

Council Meeting

Tuesday May 24th, 2016 at 5:30pm at Village Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

- 1. Approval of the April 12th Council Work Session Minutes**
- 2. Approval of the April 12th Regular Council Meeting Minutes**
- 3. Approval of the April 14th Council Work Session/Retreat Minutes**
- 4. Approval of the April 18th Special Council Meeting Minutes**

Requests and Responses from the Audience (Limited to 3 minutes)

Announcements and Proclamation

- 1. Proclamation 2016-01 National Garden Week**

Reports

- 1. Governing Body Report**
- 2. Manager's Report**
- 3. Staff Report**

Old Business

- A. Discussion /Approval of an Ordinance Authorizing the Village of Angel Fire to Enter into a Loan Agreement with the New Mexico Environment Department for the Clean Water State Revolving Fund (2nd Reading) (Public Hearing)**
- B. Discussion /Approval and SECOND READING OF ORDINANCE NO. 2016-____ APPROVING A GROUND LEASE AGREEMENT LEASING 6.1 ACRES OF VILLAGE OF ANGEL FIRE REAL PROPERTY LOCATED NEAR EXISTING WASTEWATER TREATMENT PLANT TO GoSolarGo, INC. BY AND THROUGH ITS SUBSIDIARY, CIELOS DE MONTANA, LLC FOR A SOLAR ARRAY PROJECT: [TERMS] AT THE APPRAISED VALUE OF LEASE OF \$158,600.00, PAID OVER 25 YEARS AS FOLLOWS: \$55,000.00 IN CASH THE FIRST YEAR AND \$103,600.00 PAID OVER 24 YEARS AT \$4,316.66 A YEAR IN CASH OR BY INKIND IMPROVEMENTS TO THE VILLAGE'S ALLEN FIELDS OR PROVISION OF SOLAR PANELS OR ELECTRICITY TO VILLAGE. (2nd Reading) (Public Hearing)**

New Business

- A. Discussion/Approval of the Village of Angel Fire Committees and Members**
- B. Discussion /Approval of the Appointment of Bill Humbert, Bob Coss and Jeff Weeks to the Planning and Zoning Commission**
- C. Discussion/Approval of an Ordinance Amending the Uniform Traffic Ordinance (UTO) (1st Reading)(Public Hearing)**
- D. Discussion/ Approval of Resolution 2016-13 a Resolution Establishing a Fee for Fingerprinting Through the Angel Fire Police Department**
- E. Discussion / Approval of Resolution 2016-12 a Resolution Appointing Burl Smith and Don Borgeson to the Board of Directors for the Angel Fire Public Improvement District (PID)**
- F. Discussion/ Approval of Resolution 2016-10 a Resolution Authorizing the Assignment of Official Representatives and Signatory Authorities**
- G. Discussion / Approval of Resolution 2016-11 a Resolution Approving a Contact With Shuter Library for FY 2016/2017**
- H. Discussion/Approval of a Listing Agreement—Exclusive Right to Sale Between the Village of Angel Fire and Monte Verde Realty for the Sale of Lot 5, Block F , Monte Verde Subdivision Unit 1**

- I. Discussion/ Approval the Acceptance of the New Mexico Clean and Beautiful Grant for FY 2016-2017 in the Amount of \$3,000**
- J. Discussion/ Approval of Resolution 2016-14 a Resolution to Stop Accepting Personal Checks at the MVD and Establishing a New Checking Account for Fund 233 Motor Vehicle Department**
- K. Discussion / Approval of Resolution 2016-15 a Resolution to Establish a New VIN Inspection Fee**
- L. Discussion/ Approval of Resolution 2016-16 a Resolution to Approve the FY 2016-2017 Interim Budget**

Terry Cordova, Village Clerk

Barbara Cottam, Mayor

Post: 05/19/2016

THE PUBLIC IS INVITED TO ATTEND
Next Regular Council meeting will be: June 14th, 2016 at 5:30 pm
Subject to Change Until: Friday May 20th 2016 at 5:30pm

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL
3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710
AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV
IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING ,PLEASE
CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING .

VILLAGE OF ANGEL FIRE
Council Work Session Minutes
Tuesday April 12th, 2016 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 2:30PM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Colenda, Councilor Larson was absent . Also present were Village Manager Richard Tafoya, Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Colenda seconded. Motion carried 3-0

1. Mayor and Councils Role in an Emergency Situation – Kelli Murtagh

Kelli Murtagh , Emergency Manger went over the role of Council in an emergency (see attached)

2. Budget Review – Bert Wier

Bret Wier , Finance Manager went over the first round of budget requests.

Adjournment

Mayor Cottam adjourned the meeting at 4:00pm

Passed, Approved and Adopted on this 24th day in May, 2016

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

Emergency Management

'What we can do for you'

Emergency Manager- All Day, Every Day. A 365, 24 hour per day, on-call posture for both high-impact and low-impact events.

Emergency Equipment-Through the Department of Homeland Security, funding can provide; Communication Interoperability Support, Support Vehicles, Law Enforcement and Fire Department response equipment, Generator Sets, Shelter Sets, and other specialized response equipment to all Divisions of the Village.

Support Personnel- Coordinates logistics support, special task forces and strike teams including search/rescue, communications, sheltering teams even Radiological Monitoring Teams if needed.



Services- Maintain the Emergency Operations Plan (EOP), and all mandated or required preparedness plans, assist with interoperable communications, train Village staff and its citizens in emergency preparedness, obtaining State/Federal funding to support homeland security projects and coordinate mutual aid resources.

Emergency Operations Center (EOC) - Manage and operate the designated EOC for the duration (24/7) of the response and recovery phases of an incident. Coordinate all requests for State or Federal agency support during large incidents or disaster.

Respond- to the scene to serve as a liaison between the Incident Commander and outside agencies when necessary



VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday April 12th, 2016 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 5:30 PM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Colenda, Councilor Larson was absent . Also present were Village Manager Richard Tafoya, and Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda. Councilor Colenda seconded. Motion carried 3-0

Approval of Consent Agenda

1. **Approval of March 15th Regular Council Meeting Minutes**
2. **Approval of March 24th Special Council Meeting Minutes**
3. **Approval For Actual Travel Expense for Linda Arthur to Attend the Clerks Spring Conference**

Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Colenda seconded. Motion carried 3-0

Requests and Responses from the Audience (Limited to 3 minutes)

1. **Ken Sowards** – Requested information about water rights fee.

Announcements and Proclamations –None

Reports:

a. Governing Body Report

Mayor Cottam reported on the County Commissioners meeting held in Eagle Nest.

Deb Welker – Audience member invited everyone to the Kentucky Derby weekend presented by the Angel Fire Rotary to be held May 6, 7, and 8.

b. Manager's Report-None

c. Staff Reports

Amos Torres, Public Works Director, gave an update on public works (see attached)

Brad McCaslin, Police Chief, gave an update on the police department (see attached)

Mayor Pro-tem Howe added to the staff reports, reporting that the Village cleanup day would be on May 14th and that Run For The Wall will be May 20th.

Old Business-None

New Business

A. Discussion/ Approval of the 2015 Audit Presented by Axiom

Chris Garner with Axiom presented the audit to council (see attached). Mayor Pro-tem Howe made the motion to approve the 2015 audit presented by Axiom. Councilor Lanon seconded. With no further discussion the motion carried 3-0

B. Discussion/Approval on an MOU/ Sheriff Mutual Law Enforcement Agreement with Colfax County

Brad McCaslin, Police Chief explained that with this agreement in place, Angel Fire Police officers will have the same authority to act outside the village limits as a deputy sheriff. Angel Fire police officers have been requested in the past to respond outside the jurisdictional limits of the village to provide assistance to other agencies including fire and ems services. Also with this agreement in place it would allow for the Angel Fire police department to more easily participate in county wide operations and investigations. This agreement has been approved by both the village's attorney and the

counties attorney. Mayor Pro-tem Howe made the motion to approve an MOU/sheriff mutual law enforcement agreement with Colfax County. Councilor Lanon seconded. With no further discussion the motion carried 3-0

C. Discussion / Approval for the Procurement Department to Negotiate with the top Scoring Engineering Firms From the Request for Proposal 2016-02 for Engineering Services

Fabian Mascarenas and Tracy Orr, Grants and Procurement explained that a request for proposal was issued on February 26, 2016. Proposals were due March 14, 2016. We received 7 proposals from engineering firms throughout the state. The proposals were given to a 5 person evaluation committee on Friday, March 14, 2016 and were to be scored on scope of work and technical ability. The evaluation committee scored the RFP's on specific points listed on the evaluation sheet. The scores were tabulated and the procurement office is requesting to move forward with the negotiation process of this RFP. Mayor Cottam asked if the firm was HDR Engineering. Fabian stated that it was. Mayor Pro-tem Howe made the motion to approve the procurement department to negotiate with the top scoring engineering firms from the request for proposal 2016-002 for engineering services. Councilor Colenda seconded. With no further discussion the motion carried 3-0

D. Discussion /Approval of a Lease Agreement Between the Angel Fire Community Foundation and the Village of Angel Fire for Fire Station #1

Fabian Mascarenas, Chief Procurement Officer explained that the Village of Angel Fire and the Angel Fire Community Foundation wish to enter into a lease agreement for fire station #1, also known as the Stromberg Center. The lease agreement is for the sum of ten thousand dollars per year. The term of the lease is for three years commencing July 1, 2016 with an option to extend the lease for 1 year. Mayor Pro-tem Howe made the motion to approve a lease agreement between the Angel Fire Community Foundation and the Village of Angel Fire for fire station #1 also known as the Stromberg Center. Councilor Colenda seconded. With no further discussion the motion carried 3-0.

E. Discussion/ Approval of a Listing Agreement –Exclusive Right to Sale ,Between the Village Angel Fire and Monte Verde Realty for the Sale of 24.31 Acres ,Formerly Known as the Omer May Property

Fabian Mascarenas, Chief Procurement Office explained that the Village of Angel Fire has decided to sell 24.31 acres of land formerly known as the Omer May property. The village wishes to sign a listing agreement with Monte Verde Realty. We have our village attorney's opinion that Monte Verde Realty may represent us in the sale of this property. At the broker's opinion of market value, it was suggested that the property be split up into four tracts. Tract one is 18.29 acres and was valued at \$190,000, tract two is 1.84 acres and was valued at \$24,000, Tract three and four were combined at 4.18 with a value of \$98,000. Mayor Cottam added that it was the intent of the village to sell this property from the beginning. Mayor Pro-tem Howe made the motion to approve a listing agreement exclusive right to sale between the Village of Angel Fire and Monte Verde Realty for the sale of 24.31 acres, formerly known as the Omer May property. Councilor Lanon seconded. Councilor Colenda disclosed that he works for Monte Verde Realty. Council members had no problem with him voting on this item. With no further discussion the motion carried 3-0

F. Discussion /Approval of an Ordinance Authorizing the Village of Angel Fire to Enter into a Loan Agreement with the New Mexico Environment Department for the Clean Water State Revolving Fund (1st Reading) (Public Hearing)

Mayor Cottam opened the public hearing at 5:56pm. Tracy Orr, Grants Department explained that the village was awarded loan funds in the amount of \$390,275 and grant funds in the amount of \$192,225 from the Clean Water State Revolving Fund. This is the final step in receiving the funds. The loan ordinance agreement is between the Village of Angel Fire and New Mexico Environment Department for the purpose of

obtaining wastewater construction loan funds and grant to 1. replace the existing ultraviolet disinfection equipment and 2. Retrofit the existing mechanical bar screen with the auger –style screening mechanism. With no further public input Mayor Cottam closed the public hearing at 5:57pm. Mayor Pro-tem Howe made the motion to approve the first reading of a loan ordinance authorizing the Village of Angel Fire to enter into a loan agreement with the New Mexico Environment Department for the Clean Water State Revolving Fund. Councilor Colenda seconded. With no further discussion the motion carried 3-0 with Mayor Pro-tem Howe –aye, Councilor Lanon-aye, Councilor Colenda –aye.

G. Discussion/Approval of a VoIP Telephone Contract with Ring Central

Randy Smith, IT Specialist explained that the new system would replace the exciting land line with a voice-over IP system. He also stated that there were some last minute changes and that the new system would be with Jive Communications. He went on to explain that by making these changes the village would save approximately \$1,500 a month and when we have all other village building connected to fiber that savings would go up. The new system also allows us to stay connected in the event we lose power. Mayor Pro-tem Howe made the motion to approve a contract with Jive Communications for a hosted VOIP broad band internet system. Councilor Lanon seconded. With no further discussion the motion carried 3-0

H. Discussion/ Approval of Resolution 2016-07 a Resolution Granting a Porte Cochere in the Front Yard Setback and Right of Way Located at 121 Panorama Way

Christine Breault, Administrative Assistant for P and Z, explained that Mr. Dunn has completely looked at the options on the lot and finds this is the most logical placement for the addition. The house is on a steep lot and it would be difficult to place a garage somewhere else on the property so he would like to put a carport over the existing parking pad. Mayor Pro-tem Howe made the motion to approve resolution 2016-07 a resolution granting a variance for a porte cochere in the front yard setback right of way located at 121 Panorama Way. Councilor Lanon seconded. With no further discussion the motion carried 3-0 with Mayor Pro-tem Howe-aye, Councilor Lanon –aye, Councilor Colenda –aye.

I. Discussion/ Approval of a Grant Application for a Multi-Jurisdictional Hazard Mitigation Plan 25% Match Grant ; \$13,750.00 Angel Fire , \$41,250.00 State/ Fed

Andy Bertges, Fire Chief explained the Village of Angel Fire to include Eagle Nest and the Moreno Valley area has an opportunity to receive a match grant to a contractor for a Hazard Mitigation Plan. The current plan is outdated and although some effort was made to update this plan through Colfax County, it has not been done and is far from completion. This opportunity will allow the Angel Fire and Moreno Valley area to have a current updated federally Mitigation plan of its own in place. This process will take approximately one year. Mayor Pro-tem Howe made the motion to approve a grant application for a multi – jurisdictional hazard mitigation plan with a 25% match grant \$13,750 for Angel Fire and \$41,250 state and federal. Councilor Colenda seconded. With no further discussion the motion carried 3-0

J. Discussion/ Approval to Replace a 2006 F550 4x4 Chassis with a 2016 F550 /3572 ,a Wildland Type 6 Engine

Andy Bertges, Fire Chief explained that the type 6 engine is currently on a 2006 F550 chassis which is continuously having problems. It has been driven approximately 26,000 miles and has required an estimated \$10,000 in repairs to include the cost of repairs for the current issues. The Fire Department would like to trade in the chassis on a new 2016 F550chassis. Mayor Pro-tem Howe asked if this was the same truck that broke down on them last summer when they were coming back from Idaho. Andy state that yes is was and that the truck has broken down again. Mayor Pro-tem Howe made the motion to approve resolution 2016-09 a resolution to replace a 2006 F550 4x4 chassis with a 2016

F550/3572 wildland type 6 engine. Councilor Lanon seconded. With no further discussion the motion carried 3-0

K. Discussion / Approval to Add a Position of Full Time Captain to the Fire Department

Andy Bertges, Fire Chief explained currently the Village Manager does not have someone to go to when I am not available and that is a concern for the both of us. The current captain is a part time person and does not have authority to make decisions for the department and I would like to make this person a full time position. The captains' position would focus on more day to day admin support , such as signatures, budget, help me to separate some of my duties. The demands on the fire chief have increased significantly over the years. I average close to 50 to 60 hours a week and 75% of those hours are spent on procurement and budgeting so any help would be appreciated. Mayor Pro-tem Howe made the motion to add a position of full time Captain to the fire department. Councilor Lanon seconded. With no further discussion the motion carried 3-0

L. Discussion/ Approval of Resolution 2016-08 a Resolution to Approve Budget Adjustments for the Quarter Ending March 31,2016

Bret Wier , Finance Manager explained that these budget adjustments are required so that the budget for revenue, transfers and expenditures agrees with the actual year end amounts for revenue, transfers and expenditures . Included in your packets this time are the budget adjustment forms and supporting schedules that have been approved by the department head, finance manager, and village manager. Mayor Pro-tem Howe made the motion to approve resolution 2016-08 a resolution to approve budget adjustments for the quarter ending March 31, 2016. Councilor Colenda seconded. With no further discussion the motion carried 3-0 with Mayor Pro-tem Howe-aye, Councilor Lanon-aye, Councilor Colenda -aye.

Adjournment

Mayor Cottam adjourned the meeting at 6:15PM

Passed, Approved and Adopted on this 24th day in May, 2016

ATTEST:

Barbara Cottam, Mayor

Terry Cordova, Village Clerk

**Village
Of
Angel Fire
Public Works
April 12, 2016**

Public Utilities

- The department has been working on getting the Mobile Home Estates water and sewer systems moved over to the Village systems.

The wastewater system is connected, but need to complete the demolition of the wastewater treatment system. In the building, we will remove the tank and other equipment and return the building back to the Angel Fire Resort. The lagoon will need to be demolished according to NMED requirements.

The water system has not been completed. We need to install a Pressure reducing valve, connect two homes to different water lines and disconnect the tank and well.

Solid Waste/Wild Fire Protection

- Slash pick-up has started; we have had a few calls for pick-up this last few days.
- Second Grapple Truck has been ordered and we were expecting delivery at the end of March or first part of April, now has been moved to July or August. We are looking into this.
- The crushed glass conveyor system has been delivered and will need to be assembled.

Streets

- We have met with Kit Carson on the repairs for the roadway repairs that are needed due to the installation of the broadband. We are working on getting a plan in place.
- Clean up of the sidewalks and roadways started. We began this effort along North Angel Fire Rd. and will continue on Country Club Drive.
- Millings from NMDOT have been picked up and used to repair some roadways.

ANGEL FIRE POLICE DEPARTMENT

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 04/12/2016
Page : 1
Agency : AFD

Calls For Service Totals By Call Type

02/01/2016 to 03/31/2016

Call Type		Totals
10-44	Property Accident	2
10-57	Drunk Person	3
10-59	Mental Person	1
10-89	Welfare Check	2
911	911 Call	1
AOA	Assist Other Agency	4
CIVIL PR	Civil Process	2
DRTEST	Driving Test	2
EDUACT	Education Activity	1
INFORMAT	Informational	1
JUVY	Juvenile Problem	1
LARCENY	Larceny	2
PRACC	Private Property Accident	2
S11	Abandoned Vehicle	2
S13	Suspicious Vehicle	1
S13A	Suspicious Activity	3
S13P	Suspicious Person	2
S22	Disturbance	3
S22D	Domestic	1
S22N	Noise Complaint	2
S29	Wanted Person	1
S35	Narcotics	1
S37	Suspicious Incident	2
S38	Theft	3
S40	Alarm	10
S42N	Trespass Notice	1
S48	Animal Complaint	5
S49	Harassment	1
S52	Assault	1
S55	Open Door	2
S57	Fraud	4
S66	Lost / Found Property	2
Grand Total for all calls		71

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 04/12/2016
Page : 1
Agency : AFD

Citation Totals By Violation

02/01/2016 to 03/31/2016

Violation		Total
12-10-1.5	12-10-1.5	1
12-10-1.6(A)	DIMMING OF HEADLIGHTS	1
12-10-1.9	Stop Lamps, Signal Lamps, Signal De	1
12-10-4(A)	DISPLAY OF CURRENT VALID REGISTRATI	2
12-10-4(C)	EXPIRED REGISTRATION	2
12-10-6(B)	UNINSURED MOTOR VEHICLE	4
12-6-1.1	SPEEDING	26
12-6-13.13(A)	MANDATORY USE OF SEATBELTS	2
12-6-2.13(A)	FOLLOWING TOO CLOSELY	1
12-6-2.14	Driving on Devided Street	1
12-6-4.3(D)	STOP SIGN VIOLATION	1
12-6-7.3	STOPPING FOR SCHOOL BUS	1
30-3-18	CRIMINAL DAMAGE PROPERTY OF HOUSEHO	1
5-2B-1(B)	BATTERY	1
5-2E-2	Minor in Possession of Alcohol	1
5-3B-1	DOGS RUNNING AT LARGE	1
60-7B-1	MINOR IN POSSESSION OF ALCOHOL	1
Grand Total		48

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 04/12/2016
Page : 1
Agency : AFPD

Arrest Totals By Violation

02/01/2016 TO 03/31/2016

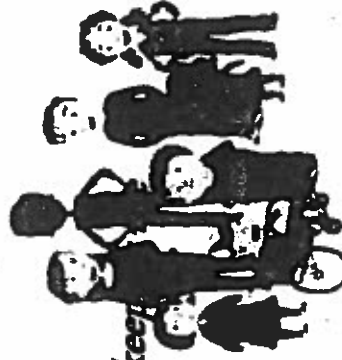
Violation		Total
30-15-1	CRIMINAL DAMAGE TO PROPERTY	1
5-2B-1(B)	BATTERY	1
5-3B-1	DOGS RUNNING AT LARGE	1
60-7B-1	MINOR IN POSSESSION OF ALCOHOL	1
66-8-102D1	AGG. DWI	1
66-8-113	RECKLESS DRIVING	1
WANTED PERSON	WANTED PERSON	1
Grand Total		7

Certificate of Appreciation

This Certificate is presented to:



ANGEL FIRE POLICE DEPARTMENT



*In Recognition for Outstanding Dedication and Commitment to keep
Community and Children Safe*

[Signature]

CYFD - NE Regional Manager

4-5-16

DATE

Children, Youth & Families Department

CYFD

NEW MEXICO



Results of the 2015 Audit

April 12, 2016

AXIOM *Certified Public Accountants and Business Advisors LLC*

Auditor's Role

As stated in our engagement letter, our responsibility, as described by professional standards, is to form and **express an opinion** about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements **does not relieve you or management** of your responsibilities.

Our responsibility is to plan and perform the audit in accordance with generally accepted auditing standards issued by the AICPA and the Comptroller General of the United States, and to design the audit to obtain
about whether the financial statements are free of material misstatement.

Our audit of financial statements includes
over financial
reporting as a basis for designing audit procedures
on the
effectiveness of the entity's internal control over financial reporting. Accordingly, we considered the entity's internal control for the purpose of determining our audit procedures and not to provide assurance concerning such internal control.

We are also responsible for communicating significant matters related to the financial statement audit that, in our professional judgment, are relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Auditor's Reports

- Independent Auditor's Report – *unmodified opinion (clean opinion)*
- Report on Internal Control and Compliance – identifies that there is compliance/other matter findings

Required Communications

- Difficulties Encountered in Performing the Audit → *none*
- Disagreements with Management → *none*
- Management Consultations with Other Independent Accountants → *none*
- Significant or Unusual Transactions → *none*

New Accounting Standard

- GASB 68
 - *Net pension liability (\$870,685)*
 - *No effect on cash basis*
 - *No effect on fund financial statements*

Prior Year Findings

- 2003-001 – Due Date of Audit Report (Resolved)
- 2003-004 – Inadequate Segregation of Duties (Resolved)
- 2007-003 – Journal Entry Process (Resolved)
- 2007-004 – Inadequate Accounting Records (Resolved)
- 2008-002 – Timeliness of Due to/Due From Reversals (Resolved)
- 2009-006 – Control Environment (Resolved)
- 2009-008 – Ineffective Oversight of Financial Reporting and Internal Controls (Repeated)
- 2011-001 – Internal Controls Over Cash Disbursements (Repeated)
- 2011-002 – Bank Reconciliations (Resolved)
- 2012-003 – Updated Policy and Procedure Manuals – (Repeated)
- 2012-004 – Monitoring and Tracking of Ambulance Receivables (Repeated)
- 2014-001 – Prior Period Adjustments (Resolved)

Current Year Findings

- 2015-001 – *IT General Controls*
 - *Does not enforce password changes*
 - *Password special character requirements not enabled*
- 2015-002 – *PERA Compliance*
 - *Over remitted payment to PERA for an employee*

Thank You!!!

AXIOM Certified Public Accountants and Business Advisors LLC

VILLAGE OF ANGEL FIRE
Council Work Session/Retreat Minutes
Thursday April 14th, 2016 at the Angel Fire Community Center
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 9:00am

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Lanon, Councilor Colenda, Councilor Larson. Also present were Village Manager Richard Tafoya, Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Colenda seconded. Motion carried 4-0

Council Work Session/ Retreat:

1. Manager Rick Tafoya –Introduction 9:00am to 9:15am

Manager Tafoya gave a brief introduction (see attached)

2. Public Works Director Amos Torres 9:15am to 10:45am

- A. Water / Wastewater**
- B. Solid Waste**
- C. Streets**

Amos Torres gave an overview of the public works department. Mayor and Council asked Amos to return at 4:00 pm that afternoon as they ran out of time for Amos to go over each department. (see attached)

3. Chief of Police Brad McCaslin 10:45am to 11:15am

Brad McCaslin went over the goals and objectives of the police department. (see attached)

4. Fire Chief Andy Bertges 11:15am to 12:15pm

Andy Bertges went over the goals and objectives of the fire department. (see attached)

5. Break for Lunch 12:15pm to 1:15pm

Mayor Cottam adjourned the meeting for lunch at 12:17pm

Mayor Cottam called the meeting to order following lunch at 1:17pm

6. P and Z Director Burl Smith 1:15pm to 2:15pm

- A. Building Inspections – Andy Bertges**
- B. Code Enforcement**
- C. Grounds**

In his absence Christine Breault Admin Assistant presented for Burl Smith. (see attached)

A. HR
B. IT
C. MVD
D. Community Center

8. Visitor Center – Jimmy Linton **3:00pm to 3:30pm**

Jimmy Linton went over the goals and objectives for the Visitor Center and Marketing

10. Procurement – Fabian Mascarenas 3:30 pm to 3:45pm

11. At this point Amos Torres, Public Works Director returned and completed his report to council

Bret Wier went over the goals and objectives for the finance department

Mayor and Council went over various topics and decided that they would like to have Bret Wier and Paul Cassidy the Village's financial advisory to be the only topics on the May 23rd Work session/ retreat.

Mayor Cottam adjourned the meeting at 6:00pm

Barbara Cottam, Mayor

Terry Cordova, Village Clerk

Rick

Welcome everyone and thanks for coming together for this planning session. Let me start with a joke:

On a long boring day, a public employee decides to clean out an old filing cabinet. While poking around, he discovers a brass oil lamp inside. It's a little dusty, so he gets a cloth and starts rubbing it clean. Instantly a puff of smoke comes out of the oil lamp, and a large genie appears. "Oh master, thank you for releasing me from the bottle," he said, "I will now grant you three wishes." The state worker thought carefully, and said, "Let me wish for a tropical paradise." POOF, and the state worker was on an island in the South Pacific, a cold drink in his hand, enjoying the beach. "Okay genie, I now wish for a million dollars." POOF, and large bricks of gold appear on the shore. At least a million dollars' worth. "I wish I never had to work another day in my life!" said the state worker. POOF, his final wish was granted, and he was back in his office.

Public employee's often get teased about not really doing their job, just milking the system to get the most out for the least amount of effort and even though we all laugh at this kind of joke, in reality we all know that the jobs that each and every one of us in this room do is very important. So with that, I want to recognize all of you for the tremendous job that you do every day and over the past couple of years in particular. I want to thank the whole team for achieving what we have over the past couple of years. Getting the Village in a more financially stable situation will provide the ground that we need in order to build Angel Fire into the community that we all want to see. Now that the foundation is solid, there is lots of work that we all need to do.

We need to continue keeping our finances in line

We need to come up with a plan for our roads

We need to come up with a plan for our infrastructure

We need to continue to pursue public safety

We need to envision the Village as a whole with all departments serving equally important roles

It is vital going forward that we all understand that each of us has an important role to play in building the community that we want to see from picking up the trash to treating patients in an emergency. It takes all of us doing our own part and encouraging those for whom we are responsible to do their part in order to make things happen.

The Village administration seeks to give you the support you need to make your department succeed on a daily basis. So it starts today, think about the job descriptions that fall under your department and think about the evaluations that go with those jobs. Think about how you as a department manager can promote and bring out the best in the people for whom you are responsible because remember not only are we responsible to the people that the Village serves as constituents, customers, and visitors, but we are also responsible as an employer to create an environment that brings out the best in the people doing the jobs. With evaluations think about performance and merit based systems. In a public finance environment, how can we best encourage and promote positivity and performance in our employees and keep in line with public regulation? Also think about how the administration can best support your department with training and targeted resources. Please let us know what you need support with as a department head. Let us work together to create solutions that work here, every day in the Village of Angel Fire. Let's work to create our own solutions, not text book, big city applications that fail to meet our unique needs but solutions that come from within, from you the people that know their job, that know this place, that live here, and are invested to be here. We often forget how young we really are as a Village, and sometimes that youth can be our arrogance, but let's let that youthful exuberance be what drives us towards forging something

unexpected, something great. We cannot allow others to dictate us into a copy-cat ski town mould of a lesser model. Instead, let us be our own leader and innovator and solve our own problems in our own way. Working together with vision, determination, enthusiasm, humility, and support of each other we will build Angel Fire into its own unique experience. Thanks you all for doing your jobs with integrity and for investing every day in The Village of Angel Fire.

Village of Angel Fire

Public Works

Short & Long Term

Goals



Council Work Session

April 14, 2016

Water Department

Short term (1-2 Years)

❖ Completion of Coffey II well

- Building has been completed.
- Pump and pitless adapter needs to be purchased and installed and connected to piping.
- Electric needs to be reconnected with lighting and outlets installed.
- Control panels need to be purchased and installed.
- Disinfection unit to include injection pump needs to be purchased and installed.
- Production meter needs to be installed.

❖ Mobile Home Estates

- Need to have the Mobile Home Estates water system connected to the Village water system.
- Installation of a Pressure Reducing Valve would need to take place due to high water pressure to that area.
- Disconnect two homes that are currently on the transmission line and connect them to a distribution line.
- Disconnect well and tank from the water distribution system.
- Notify NMED in order to have this system removed as a separate Water System.
- Once this has all taken place, we will return the well and water tank to the Angel Fire Resort per the Transfer Agreement.

❖ Water Tank Rehabilitation

- Drinking Water Grant in the amount of \$190,000 was received.
- Funding is to be used to repair water tanks.
- Tank #4 is the priority for the repairs, we know that this tank does have a leak underneath and needs repairs.
- Total repairs or replacement of all water tanks is a long-term plan with an estimated cost of \$2,500,000 to \$3,000,000.
- ICIP item # 2.

❖ Coffey I Well

- Coffey I well is currently flowing out and Office of the State Engineer has required us to stop the flow. OSE is looking into the proper way that this can be accomplished.

❖ Crestview Condo Vault

- With coordination between the Village and the Condo association, a meter vault will be installed to replace old individual meter cans.
- All meters will be installed inside one meter vault.

Long Term (2 -5+ years)

❖ Repair or Replacement of Water Tanks

- Repair or replacement of water tanks is needed in order to ensure adequate and safe water for consumption and fire protection.
- Estimated cost of project is \$2,500,000 to \$3,000,000 depending on timing of funding availability.
- ICIP Item # 2.

❖ SCADA (Supervisory Control and Data Acquisition) System

- SCADA system would allow the department to complete an immediate assessment of the water wells, boosters and tank levels to determine priority attention.
- A tool to enable the department to log time of when portions of the system were running and when potential issues occurred.
- SCADA would allow wells and boosters to be turned on/off remotely if needed.
- ICIP Item # 6 with estimated cost of \$600,000.

❖ Peralta Well House replacement

- Upgrade of Well House is in needed as soon as funding is available.
- Well house is too small and too outdated to place a disinfection unit into. Currently disinfectant is being transferred from another location to this site.
- Item not listed on ICIP.

❖ Generators

- On-site generators are needed at well sites during emergency power outages.
- On-site electrical generators are needed at some water boosters where access may be limited.
- Portable Generator may be use for some water booster sites.
- Item not listed on ICIP.

❖ Water Right Acquisition

- Purchase of additional priority water rights is needed to ensure adequate water supply is available at all times, especially during drought years.
- ICIP Item # 4

Wastewater Department

Short Term (1-2 Years)

❖ Ultra Violet system upgrade

- Clean Water State Revolving Fund has awarded a grant/loan for the purpose of UV system upgrade and Headworks system upgrade.
- Current UV system is outdated and difficult to get replacement parts.
- Technical support system is not in the region and costly to have a service technician come to work on the system.

❖ Headworks upgrade

- Clean Water State Revolving Fund has awarded a grant/loan for the purpose of UV system upgrade and Headworks system upgrade.
- Current Headworks system is outdated and difficult to get replacement parts.
- Mechanical Bar Screen is not properly sized and freezes in the winter time.
- Controls and Headwork SCADA system need upgrading.
- Pumps need replacing.

❖ Mobile Home Estates System Demolition

- NMED has required the department to decommission the Mobile Home Estates wastewater system.
- Sewer system is connected to Village system.
- Building- the WWTP tank has been removed from the building. We will pump out ground water from inside building area, take pictures for NMED and once they have approved, we will return the building to Angel Fire Resort. They will backfill and compact to their needs. Building will be utilized as a storage building by the Resort.
- Lagoon- we will need to sample lagoon for several parameters in order to demonstrate to NMED that compliance has been met.
- Once compliance has been met we will need to fill in lagoon, returning site to original condition.

Long Term (2-5+ Years)

❖ Wastewater Plant Upgrades

- Waiting on new NPDES permit from EPA Region 6.
- Expecting changes on the new permit that may require additional treatment process. May require additional mechanical process or chemical addition.

❖ Extend Sewer System

- Connect the sewer system from El Vado (Fire Station 2) to Olympic Park. This would cross NM 434 and run along Sarazen Terrace through Golfview.
- Sewer line would pick up an additional 35 to 40 homes and additional sewer availability lot.
- System would allow additional lines to be branched as funding permits. This would also pick up additional sewer customers.
- System would allow existing homes to get off the septic systems.
- ICIP Item #7

❖ Upgrade WWTP Equipment

- Control Panel is out dated and difficult to find replacement parts.
- Pumps around the WWTP and some lift stations are beginning to fail and require replacement.
- SCADA system needs upgrading.

❖ Sewer Jet Replacement

- Sewer jet needs replacing due to age and condition of existing jet.
- Needed for sewer line maintenance and emergency stoppages.
- New unit should have a suction attachment.

❖ Water Re-Use

- Need to determine water re-use system. Golf Course irrigation, Fairground area irrigation, etc.
- Piping from WWTP to proposed site.
- ICIP Item #11

Solid Waste

Short Term (1-2 Years)

❖ Replacement of Packer Truck

- Currently the department has two packer trucks; older unit is used as a backup unit when the main unit is out of service.
- Older back up unit is in need of major repairs. With a new replacement unit the existing main unit would then become the backup and new unit would be utilized as the main unit.

❖ Recycle Park

- Determine if existing Recycle Park will remain at current location or will be moved to Solid Waste location.
- Hard Surface and proper drainage needed at either location. This would increase customer relations.
- Fencing to help contain flying debris, making clean-up efforts easier and quicker.

❖ Rates

- Rates for Solid Waste will need to be revisited. With the changes that occurred two years ago the budget has decreased significantly.

Long Term (2-5+ years)

❖ Regional Recycle Center Addition

- Addition to existing Solid Waste building would be utilized for recycling efforts and storage.
- Moving the recycling equipment would allow space for maintenance room for Solid Waste and Recycling.
- ICIP Item #8

❖ Cover for Transport Trailers.

- Cover is needed to protect full trailers from wet conditions. With the wet material delivered to the landfill would increase the cost of disposal.
- Canopy would only need to cover top of transport trailers.

❖ Recyclable Material

- Recyclable material such as plastic and paper is getting difficult to market. Currently there is very little market for plastic recyclables. If we can find somewhere that would take the plastic, they would not pay for the product and in addition we would need to deliver to them. Paper recyclables is also moving in that direction.
- Need to have ability to stop the recycling of this product when there is no market and resume when a market is available.

❖ Solid Waste Hauling

- Currently have a hauling contract with Bruce's Gravel. Contract is 3 year contract with and annual increase included.
- Purchase of new transport truck needed, with a good used backup truck. To include additional fuel, insurance, and maintenance.
- 2 to 3 transport walking floor trailers needed.
- Additional personnel required.

Wild Fire Protection Fund

Short Term (1-2 years)

❖ Grapple Truck

- New Grapple truck was expected for delivery on mid- March to early April. Now has been moved back to July/August time frame.
- New truck was ordered to provide addition equipment in order to remove all slash from lots by end of season.

❖ Front End Loader

- Currently Front End Loader is shared with Street Department.
- Both Departments have a need for the Front End Loader at the same time, especially if the Asphalt Zipper is purchased.
- Front End Loader Is used to load Slash in to chipper and load wood chips for removal.

❖ Air Curtain Burner

- Need to permit air curtain burner with NMED Air Quality Bureau prior to use.

Long Term (2-5+ years)

❖ Wood Chip Disposal

- Grant for marketing study has been awarded and is in the process. Several ideas have been presented to the Village.
- Need to evaluate all proposals to determine the best method of disposal or use for the Village.

❖ Continuation of Slash Removal

- Village will continue to remove slash from lots as needed.
- Will look into chipping on site, with wood chips remaining on site.

Streets

Short Term (1-2 years)

❖ COOP Project

- 2016 Project Location- San Felipe and Via Del Rey.
- Improve drainage by installing properly sized culverts and improving bar ditches.
- Raise and improve roadway by adding gravel material.
- Project will add cover to existing water lines and help prevent freezing. In turn this would help eliminate the need for water system bleeders and temporary lines, which would help reduce our water loss.
- Project will be completed in house with material cost being paid by NMDOT COOP grant.
- 2017 Project Location – Panorama Way North.

❖ Kit Carson Tele-com

- Have met with Kit Carson Telecom & TCS (Contractor).
- Drive out to all Village roads has occurred.
- Currently working with TCS to develop a roadway repair plan for roadway damage caused by main line installation. Will present this to Manager Tafoya as soon as it is developed.
- Drop service lines are handled by Kit Carson Tele-com.
- Village of Angel Fire requirements will be reviewed and updated if needed by Public Works in order to ensure compliance is met by all utility companies.

❖ MAP (Municipal Arterial Program) Project

- Project will be Phase II of the Camino Grande paving project.
- Grant application has been submitted to NMDOT.
- Estimated cost \$467,000 (NMDOT \$350,250 and Village \$116,750)
- Construction will be from end of existing pavement to just past Louise Trammel Way.

❖ Asphalt Zipper

- We would like to purchase the Asphalt Zipper at this time.
- 5 year pay plan would be \$28,500 -\$29,500 annually, with first payment due one year from date of delivery.
- Equipment needed is Water Truck, Front End Loader, and roller.
- Need to budget for maintenance and replacement wear parts.
- Demonstration along El Camino Real is holding well after one year.

Long Term (2-5+ years)

❖ Storm Drain Master Plan

- Drainage plan is needed in order to effectively direct run-off from mountain side.
- Plan would be utilized to properly design roadway improvements and drainage projects.
- Item # 5 on Village ICIP.

❖ Street Improvements

- This item would be an ongoing project.
- Project would include several Grant related roadway improvements such as the COOP and MAP projects.
- Continue to request Grants for years to come.
- Need to prioritize roads for repair while maintaining all other roads.
- Continue to request asphalt milling from NMDOT annually through Grant process.

❖ Future COOP Project Locations

- 2016 – San Felipe & Via Del Rey
- 2017 – Panorama Way North
- 2018 – Taos Drive
- 2019 – Sierra Blanca
- Sites were selected to improve cover over water lines and help reduce our water loss due to waterline freezing.

❖ Future MAP Project Locations

- 2017-Completion of Camino Grande
- 2018 – El Vado way?

**Village Of Angel Fire
Public Works
Vehicle Replacement**

The Public Works Departments have several vehicles and equipment assigned to each department. We are using a 5-6 year replacement for pick-up trucks and 10-12 year replacement for heavy equipment. Motor Graders should continue to be leased. A transport trailer should be purchased by these departments in order to transport equipment for repairs and other needs.

Solid Waste

- SW-14 1995 Chevy Packer Truck (Back up) need to replace as soon as funding is available.
- SW-20 1997 Chevy Pick-up 4x4 needs to be replaced as soon as possible with One Ton 4x4.
- SW-22 2007 Case Backhoe replace in 2017-2018 budget year.
- SW-26 2009 Freightliner Packer Truck to be replaced in 2019-2020 Budget year.
- SW-31 2014 Ford 250 4x4 replace in 2020-2021 budget year.
- SW-32 2014 Case Skidsteer Replace in 2024-2025 budget year.

When funding is available a Tractor/Trailer with one additional trailer should be purchased to allow the department to haul solid waste to an approved landfill. This could have a savings to the Department in the long term.

Several trailers are assigned to this department and would need to be replaced as needed.

Wild Fire Protection Fund

- SW-23 2008 Case Loader shared with streets need to purchase additional one for slash only as soon as funding is available.
- SW 21 2007 Peterbuilt Grapple Truck replace in
- SW 27 2008 Morbark Horizontal Chipper funding needs to be set aside annually for the repairs and maintenance of this equipment.

An additional grapple truck has been ordered and is set for delivery in April/May of 2016. This truck would possibly be replaced in 2026-2028 depending on the condition.

Streets

- S-12 2003 Ford F350 4x4 Pick-up replace in 2016-2017 budget year.
- S-14 1996 Ingersoll Rand Roller need to replace as soon as funding is available.
- S-31 Case Back Hoe lease is up in 2016 and will need to replace backhoe, recommend purchase instead of lease.

- S-33 2012 Cat Motorgrader leased equipment, lease is up in March 2017 and recommend we enter into a new lease to replace this equipment.
- S-34 2012 Ford F350 4x4 Pick-up replace in 2017-2018 budget year, to include plow and cinder box.
- SW-23 2008 Case Loader shared with Wild fire Protection replacement in 2018-2019 budget year.
- S-38 2014 Ford F350 4x4 Pick-up replace in 2018-2019 budget year, to include plow and cinder box.
- S-24 2008 Freightliner Dumptruck replace in budget year 2019-2020.
- S-42 1985 International Dumptruck replace as soon as funding is available.
- S-39 2014 Ford F350 4x4 Pick-up replace in 2019-2020 budget year, to include plow and cinder box.
- S-40 2014 John Deere Motorgrader leased, lease is due in 2019 and recommend we enter into a new lease to replace this equipment.
- S-41 2014 John Deere Motorgrader leased, lease is due in 2019 and recommend we enter into a new lease to replace this equipment.
- A-8 2015 Ford F350 4x4 crew cab, replace in 2020-2021 budget year, to include plow.
- S-43 2016 Ford F350 4x4 Pick-up, replace in 2021-2022 budget year, to include plow and cinder box.

Public Utilities

- W-14 2006 Ford F250 4x4 Pick-up replace in 2016-2017 budget year.
- W-17 2008 Ford F150 4x4 Pick-up replace in 2017-2018 budget year.
- W-21 2012 Ford F250 4x4 Pick-up replace in 2018-2019 budget year.
- W-22 2014 Ford F250 4x4 Pick-up replace in 2019-2020 budget year.
- W-18 2010 Cat Backhoe 4x4 (water) replace in 2020-2021 budget year.
- W-23 2015 Ford F250 4x4 Pick-up replace in 2020-2021 budget year.
- W-19 2010 Cat Backhoe 4x4 (sewer) replace in 2021-2022 budget year.
- W-25 2016 Ford F450 4x4 Pick-up replace in 2021-2022 budget year.
- W-24 ???? O'Brien Sewer Jet replace as soon as funding is available.



Goals

The goal of the Angel Fire Police Department is to be the best police organization possible.

The Angel Fire Police Department currently has four full time officers with a combined total 61 years of law enforcement experience.

The Angel Fire Police Department will strive to provide the citizens of Angle Fire with the most community focused, efficient and effective police service available within the confines of existing resources.

The Angel Fire Police Department will attain its goal by the following objectives. We will:

Have innovative, honest, responsive leadership. The staff should never be satisfied with the status quo, but always seek ways to improve all of the department's operations. The staff will set the tone of professionalism, integrity, hard work and receptivity to change. Perfection will be expected.

Provide realistic departmental guidelines and policies.

Recruit and retain the best possible police officers.

Provide quality training for every entry level of the organization.

Promote police conduct that is responsive and sensitive to the needs of the community.

Require aggressive crime fighting to improve the utilization of patrol and investigative resources in the identification, arrest, and conviction of individuals committing criminal activity within our jurisdiction.

Require a professional work ethic and professional work product by officers engaged in routine police duties, and preliminary and follow-up investigations.

Enhance the role of department personnel in the planning and development process.

Recognize exceptional work by police employees.

Stress the responsibility of all employees to be accountable to the department and the community for all his/her actions.



Short Term Goals (1 year)

ANGEL FIRE POLICE DEPARTMENT

ANNUAL GOALS AND OBJECTIVES

FY 2016 thru FY 2017

Brad McCaslin

CHIEF OF POLICE

ANGEL FIRE POLICE DEPARTMENT

FY 2016-2017 ANNUAL GOALS AND OBJECTIVES

- 1. Purchase AR-15 Patrol Rifles and implement (In Progress)**
 - Provide training on new weapon system and sighting system.
 - Qualifications on new weapon system and new sighting system.
 - Remove M-16 rifles from patrol service (liability)
 - Issue new patrol rifles.
- 2. Purchase vehicle to replace the 2007 Ford F-150 (has almost 100,000 miles on it)**
 - Obtain necessary funding to purchase vehicle;
 - Purchase new vehicle via available State Contract;
 - Outfit new vehicle for patrol included in contract price;
 - Move 2012 F-150 to spare unit
- 3. Purchase Basic Crime Kit and Finger Print Kit for each patrol unit.**
 - Obtain necessary funding to purchase kits;
 - Select vendor;
 - Purchase product;
 - Assign to police vehicle(s).
- 4. Continuing training for staff.**

- Obtain necessary funding for training
- Basic Training
- Advanced Training—Continuing Education

5. Continue updating policies and procedures

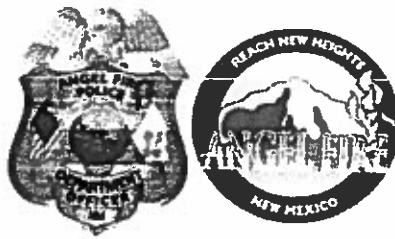
- Review current policies and procedures
- Identify policies and procedures that need updated
- Consult with other organizations to establish best practices.
- Train on new / updated policies
- Implement new / updated policies

6. More involvement with the local schools.

- Educational programs. (In Progress) Officer Cordova

7. More involvement with the community

- Educational programs (In Progress) Officer Matula
- Community Meetings
- Community Events



Long Term Goals (5 years)

Accreditation

Research the Accreditation process through the New Mexico Municipal League.

- strengthen crime prevention and control capabilities;
- formalize essential management and administration procedures;
- establish fair and nondiscriminatory personnel practices;
- improve service delivery;
- solidify interagency cooperation and coordination; and
- boost citizen and staff confidence in the agency.

New Mexico law enforcement agencies now have the framework to:

- reduce liability;
- embark on a program of self-improvement;
- officially verify their excellence; and
- be ranked with the best.

Citizen Academy

What is the purpose of conducting a Citizen Police Academy?

To give the public information on how the Police Department works and its policies and procedures, through a series of classes involving instruction by police officers.

"Understanding through Education."

designed to give the public a working knowledge of the Angel Police Department.

How the Citizen Police Academy Benefits Residents:

- Citizens and police officers have an opportunity to work closely together
- Open lines of communication between community residents and their police are enhanced
- Citizens gain the ability to make informed decisions regarding controversial issues faced by their communities
- Citizen involvement with their local community and police departments is enhanced
- Citizens gain a better understanding of how their police departments work and develop ways in which the community can better reduce crime
- Citizens become aware of the problems facing their police departments

Fifth Officer

See Proposal



Angel Fire Police Department

2016

Staff Hiring Proposal

Submitted By: **Chief Brad McCaslin**

Date: 04/11/2016

Office: **Angel Fire Police
Department**

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SUMMARY

The Angel Fire Police Department is charged with the enhancement of public safety for the citizens and visitors of the Village of Angel Fire. The police department accomplishes this through visible police presence, the enforcement of laws, and investigations of crimes.

The purpose of this proposal is to assist the Angel Fire Police Department in meeting these requirements by adding a position of a fifth officer. The addition of a fifth officer would free up time for the police department administration to address current issues faced by the department such as outdated policies and procedures, outdated criminal ordinances, evidence room management, work schedule management and other administrative duties.

It would also assist in allowing the police department to be a more proactive department versus reactive department when it comes to crime prevention.

This would require an increase of the annual budget of the Angel Fire Police Department.

The increase to the budget of the Angel Fire Police Department would be approximately \$70,000.00 to \$80,000.00 depending on salary paid according to experience.

Introduction

The mission of the Angel Fire Police Department is to fulfill the duties of the department as set forth by statute and to set standards for law enforcement professionals dedicated to community oriented policing. To serve and protect while upholding the highest level of professionalism and courtesy, providing a safe environment for the citizens of Angel Fire.

As stated earlier the Angel Fire Police Department is charged with Public Safety

Enhancement of public safety refers in general to police departments creating a presence in the community with the goal of the prevention of crime. Community policing encourages partnerships between law enforcement and the community. According to the Department of Justice, when people feel connected to the laws of the community they are more likely to get involved and stem crime before it starts.

Being charged with public safety also means that the Angel Fire Police Department has to Enforce the Law.

One of the most visible functions of a police department is enforcing the criminal laws within its jurisdiction. Police officers promote community order by enforcing traffic violations, apprehending criminals, educating children to the dangers of drug abuse and helping civic leaders form community watch groups. Crime is deterred when people see officers taking criminals to jail for their crimes, or bringing them before a judge to pay a fine. Prosecution of any case requires that police officers make themselves or their reports available to the court.

Part of enforcing the law involves Investigation of crimes.

Crime scene investigation includes aspects of police work from protecting a crime scene, to analyzing evidence in a laboratory to finding and interviewing witnesses and suspects. According to the National Institute of Justice, the handling of evidence on the level of the patrol officer, the first person on scene, plays a critical role in the reliability and value of the evidence later on in the investigation and in court.

Needs/Problems

The Angel Fire Police Department is a small agency and does not have the luxury of specialized divisions within the department to handle different aspects of investigations. Therefore, each officer of the Angel Fire Police Department is responsible for the investigation of the calls they receive from the time of the call through the court process. Sometimes serious incidents require all members or the majority of members of the police department to respond and take part in the investigation of the incident. When this happens it is very likely that those members will also have to give testimony if and when court dates are scheduled. This has put a strain on the schedule trying to cover the village from time to time. The addition of an officer would help to ease that strain.

With the current staffing of the police department it has been difficult to address some of the issues faced by the police department due to competing priorities.

Examples of these issues are:

Outdated policies and procedures—Most of the police departments policies are dated 1999. It is important that policies and procedures be kept up to date with current best practices and case law.

Outdated criminal Village Ordinances—Most of the Village's criminal codes are outdated and have not kept up with current state statutes.

Evidence room management—The evidence custodian, Lt. Harvey has reported that the evidence room is in need of attention. It has been reported that there are many items of evidence from cases as far back as 1990 that need to be addressed. Evidence room management is very time consuming and labor intensive. A part of this is dealing with the return of or destruction of evidence. This requires approval from both the district attorney's office and judges.

Schedule management, coverage—With scheduled days off, vacation days, sick days and out of town trainings, and court requirements, it is sometimes difficult to have the man power necessary to cover the village.

Officer Safety—There are some instances when there is only one officer working. When that officer is sent to a serious call, an off duty officer is usually called out to assist. Both the Sheriff's Office and New Mexico State Police cannot be relied upon for assistance as most of the time when they are requested they have not had anybody available. Also, with the current climate in the United States towards law enforcement officers, officer safety and practices have become a major concern as we see more and more attacks against officers.

Proactive vs. Reactive—The Angel Fire Police Department has been very busy this last year. This has forced the police department to be in a more reactive role instead of the desired proactive role. Proactive policing requires more of a police presence within the village. This would include presenting crime prevention programs for community groups. Designated specific area patrols and more community policing activities along with officers being visible throughout the community.

The Angel Fire Police Department has seen a dramatic increase in the call volume and case load as compared to the prior year of 2014. As indicated in the attachments, the Angel Fire Police Department handled 252 calls in 2014 compared to 582 calls in 2015. This trend has also effected other agencies in the area such as the Colfax County Sheriff's Office. According to the Undersheriff, the Sheriff's Office has seen a 100 % increase in call volume with a total number of calls handled in 2015 of 945.

The Angel Fire Police Department has been funded for five officers in years past. The addition of a fifth officer at this time would go a long ways towards addressing the issues discussed in the proposal.

Memorandums of Understanding-- The Angel Fire Police Department does participate with several different agencies through memorandums of understandings. These memorandums of understanding are important to the Angel Fire Police Department as they allow for better communication and participation with these different agencies which assist the police department in reducing crime within the Village. This does require officers from the Angel Fire Police Department from time to time to be outside of the jurisdiction of Angel Fire assisting these other agencies. The addition of a fifth officer would help with the participation and covering schedules.

Budget

State the proposed costs and budget of the project. Also include information on how you intend to manage the budget.

WAGE/HR	ANNUAL WAGE	PERA	INS- FAMILY	TAXES	WC INS	UNEMP INS	ON CALL PAY	TOTAL
			ANNUAL					
19.00	39520.00	7469.28	14700.96	2964.00	2051.09	2205.22	5928.00	74838.55

This figure is based on a starting salary of \$19.00 per hour. This does not include overtime pay. This is the high end and would be based on experience.

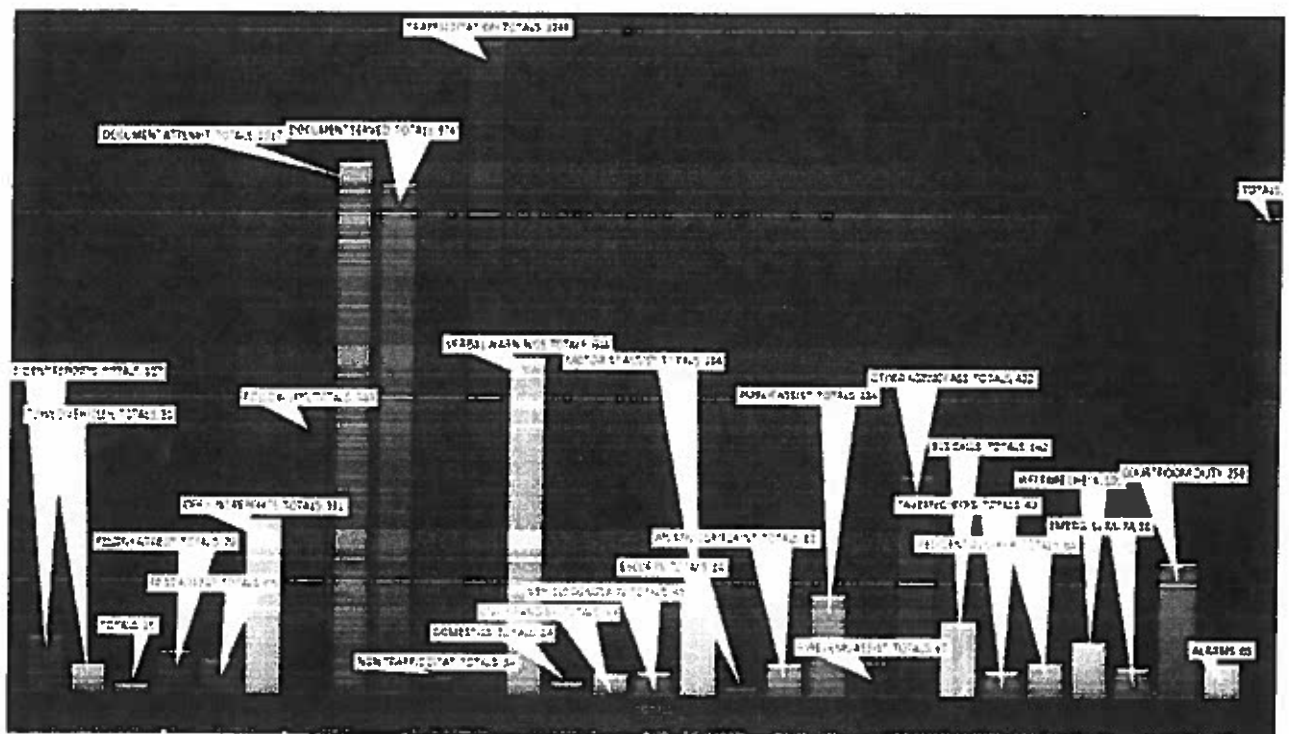
Appendix

Angell Fire Police Department 2014

ANGEL FIRE POLICE DEPARTMENT LAW TOTAL INCIDENT REPORT, BY AGENCY

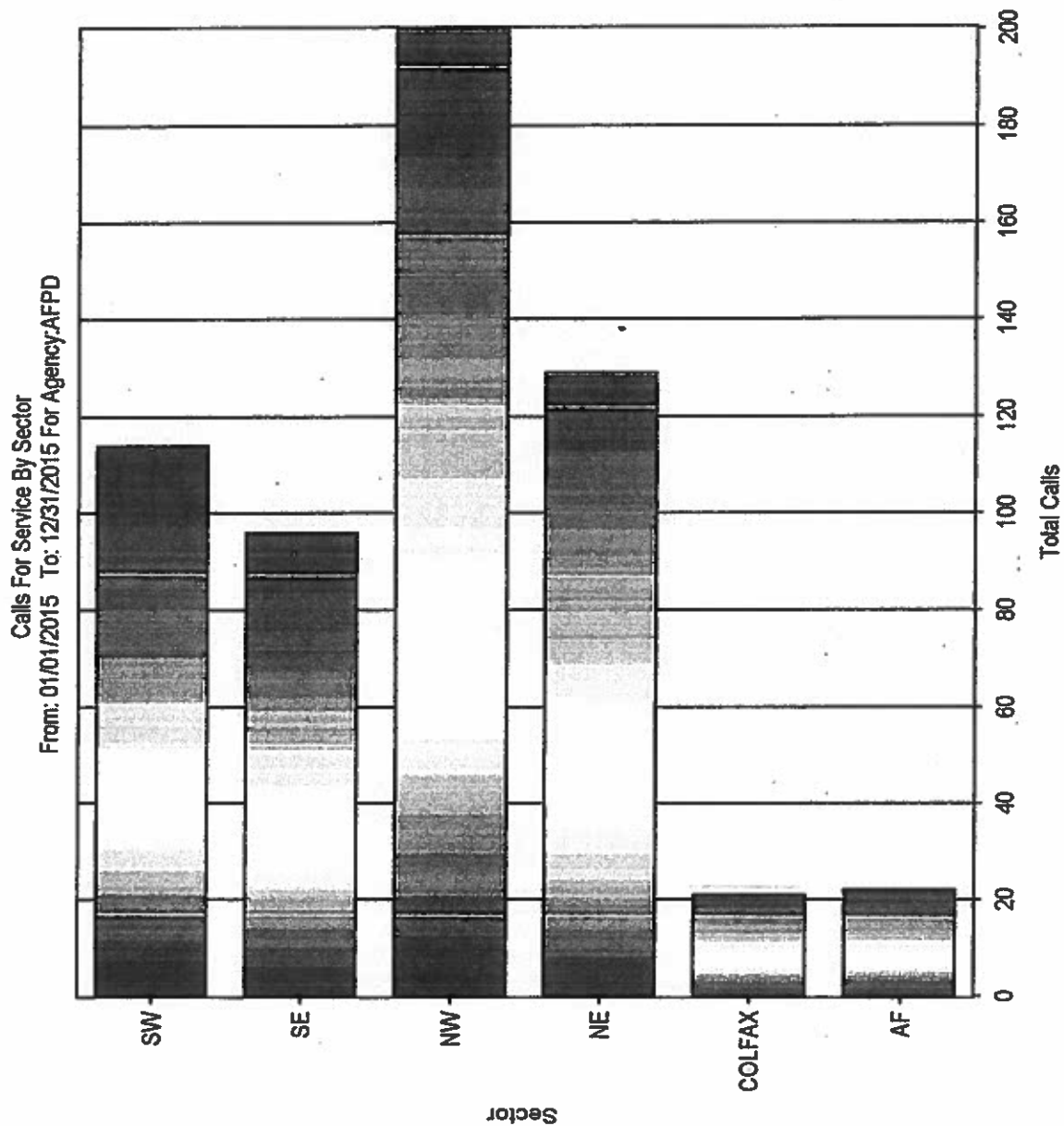
Agency	Total
Incidents	
ANGEL FIRE POLICE DEPT	249
(Not Defined) 3	
Total Incidents for this report	

Colfax County Sheriff's Office



10 Deputies not counting the Sheriff and Undersheriff handled a total of 945 calls in 2015.

Angel Fire Police Department



Four Officer's including the Chief of Police handled a total of 100 Calls in 2015



Village of Angel Fire Fire Department

Angel Fire Fire Department

575-377-3347 (Station)
575-377-6098 (Fax)

POB 610
Angel Fire, NM 87710

Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

(575) 377-3347 FAX: (575) 377-6098



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Chain of Command

Personnel Roster

Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

(575) 377-3347 FAX: (575) 377-6098



Introduction

The fire department is in the process of developing a strategic plan for the '16-'20 fiscal years. With the information and work completed to date we have provided a brief summary to help clarify some of today's presentation. Parts of the plan that follow are to help summarize the mission and goals of the fire department. This information will eventually evolve into our goals and the Strategic Plan.

Important facts used in setting the next years goals are listed below

- There is a possibility that UltiMed will not be back for the summer, without the clinic we should expect a 30% increase in calls this summer from the resort.

- EMT Basic class has begun (four AF personnel)

- Call volume has been increasing by 20% to 30% each year since I started as Chief (10/20012)

- Currently our call volume is 17% up for the year so far.

- Fire season started very early (almost a month early) Summer expected to be hotter, but with average moisture and more lightning.

- Volunteers have increased significantly by over 50%.

- Last year we Started a Childrens one day Camp, teaching fire safety and basic first aid. We have scheduled the class for May 20 of this year. Its focus will revolve around emergency preparedness.

- Have included members who are now confined space and trench rescue certified. We have applied for a grant to help us with equipment. As far as DHS knows, we are the only team in the areas north and east of Santa Fe.

- The few transfer we have done have proven to provide better than average return.



Village of Angel Fire Fire Department



Mission Statement

**To provide a professional, courteous
service to the community of Angel Fire
and surrounding area through fire
prevention, education, prompt quality
emergency medical services, and the
conservation of life and property in the
safest manner possible.**

Village of Angel Fire Fire Department

P.O. Box 610

Angel Fire, New Mexico 87710

(575) 377-3347 FAX: (575) 377-6098



Goals

Our goals will vary from time to time. One year goal should be obtainable, but may change based on funding, grant opportunity and personnel. In brief, the broad goal of the department, aside from the Mission Statement, is to be self sufficient from the general fund (Don't expect this, it's a goal to try to obtain). With this goal it motivates us to continually improve, excel and grow.

One year Goals:

- Develop a business plan for the transfer service
- Develop a feasible apparatus replacement program
- Consider a community Medic Program and check the feasibility of the addition of this unit.
- Improve Training- Finish training tower
- Start programs to replace 3560 (structure Engine) and 3575 (Rescue truck)
- Increase EMS/Fire instructors by 2
- Finish Hazard Mitigation Plan, CWPP and Emergency Operation Plan
- Devise a cost benefit program to initiate talks with the Resort to possibly donate land to the Village for station 4
- Start Electronic pre plans finish ½ of commercial buildings
- Continue Wildland structure pre plan- complete 30%
- All business to be trained in at least hands only CPR
- Start a drug and alcohol programs
- Continue Mini Fire/EMS Boot Camp for the kids
- Finish Station 3 plans
- Have some of the major issues at Station 1 repaired

Two to five year goals:

- Replace Struc Eng 3560, Struc/ Wildland ENG 3570, Wildland Eng 3571, Wildland Eng 3572,
- Rescue 3575, Ambulance 2378
- Equip our trench and confined space technicians
- Build new Station 3
- All personnel to FFI
- Complete all electronic commercial preplans
- Improve our vehicle maintenance program
- Start a 24hr shifts with volunteer and paid staffing
- Increase wages to be the best in the area while decreasing the costs to the Village, by utilizing a transfer service
- Increase Fire Code enforcement/inspections
- Create a region wide Special Operation Rescue unit

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-
- Finish the training grounds
 - Have a self sustained Drug and Alcohol program
 - Include CO monitors in new construction and all rental properties

Five to Ten year goals:

- New stations in the Aspens and Valley of the Utes
- Expand Station 1 to include the Ladder/Platform truck
- Drop ISO rating to a 3
- Have a set vehicle replacement program
- Have an exceptional training facility and instructors to be able to teach in this region

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Apparatus replacement -2014/2015

Vehicle life and replacement varies with the different types of apparatus. Literature varies as well concerning each piece of apparatus. Engines have a life expectancy of 10 to 15 years but seen some literature up to 20year recommended for first out engines and no more than 25 yrs for reserve. Ladders have a greater life span of 25 yrs. Wildland engines utilize the same chassis as our regular pickups and will have the same life expectancy. Mileage was excluded due to low miles but high hours and the type of work performed.

Unit	Type	Make	Age	Expected life	Replacement cost	Yrs left
3560	Structure Eng	E-One	28	20	\$600,000	0
3565	Tender	Kenworth	8	15	\$160,000	7
3570	Wildland/Struc	Ford 350	20	5	\$140,000	0
3571	Wildland/Rescue	Ford F550	11	5	\$140,000	0
3572	Wildland only	Ford F 550	9	5	\$120,000	0
3573	Wildland/Structure	International	5	15	\$350,000	10
3575	Rescue	International	40	25	\$500,000	0
3580	Platform	Pierce	14	25	\$1,000,000	11
3510	Command	Chevy	11	5yr or 75,000	\$44,000	0
New	Command Truck	Chevy	0	5yr or 75,000	\$44,000	5
3555	Utility	Ford	10	5yr or 75,000	\$44,000	0
2378	Ambulances	Ford F-450	14	10yr or 100,000	\$160,000	0
2379	Ambulance	Ford F-450	2	10yr or 100,000	\$160,000	8
2380	Ambulance	Chevy 4500	8	10yr or 100,000	\$160,000	2
	2 ATV's	Kawaski	14	10 yrs	\$8,000	0
	UTV	Honda	0	10 yrs	\$13,000	10

We would to decommission 3570 and replace it with 3560 as our reserve pumper. Also we would like to replace the Ford utility unit with 3572 as a none emergent unit. 3510 is replaced with the new Chevy truck. We have applied for grants for 3560 and 2378. There are no guarantees we will be awarded these.

3571 temporarily replaced 3575(our heavy rescue). Now 3571 is experiencing issues and has surpassed its expected life as well. 3575 has been on the Capital Improvement plan for over 5 years.

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Ideal List of Vehicles at each station

Station 1

Unit	Type
3560	Structure Engine
2379	Ambulance
3575	Rescue
3555	Command
3556	Utility
3510	Command

Station 2

Unit	Type
3580	Ladder
2380	Ambulance
2373	Urban Interface

Station 3 (New)

Unit	Type
3565	Tender
2379	Ambulance
3571	Wildland
3572	Wildland
3574	Wildland
	4 wheelers
	UTV
3561	Back Up Pumper-Reserve
	Rescue trailer
3557	MCI Bus

Andrew Bertges
Angel Fire Fire Department

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SWOT

Strengths-Weaknesses-Opportunities-Threats

Strengths

Relationship with City Manager's Office and elected officials
Strong public image
Good rapport with Human Resources and Budget Department and other City departments
Administration conscious of the department's well-being
ISO rating drop from a 7 to a 5
Talented and diverse staff (outside skills are brought to the table) and experienced command staff
Start of an effective training program (outside instructing and internal)
Good labor/management relation
Full ALS department
Progressive and motivated staff
EMS Coordinator in-house trainings
A good idea is a good idea no matter where it comes from mind set
We have a good relation with our surrounding departments
Set realistic goals that we can achieve
Recover well from economic adversity/ability to maintain performance during hard times
Adapt/ability to come up with solutions
Recognize strengths of personnel and utilize them
We do a great job of EMS delivery
Open to change
Many opportunities for all levels
Drive for personal development-involvement in training
Our internal culture allows for interagency cooperation
Approximately 80% of personnel are EMT's
Tracked UTV vehicle for snow related emergencies.
Excellent customer service
Improved morale
Automatic Aid with our surrounding departments

Primary

Diversified employees/volunteers, well driven and self-motivated.
Many training opportunities.

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Weaknesses

Recruitment is a challenge (mainly tourist and seldom see anyone stay for more than 5 yrs)
Frontline apparatus aging showing wear with increasing maintenance issues
Limited financial resources that allow growth of the department
Communication systems outdated
Challenges with IT (Information Technology), Human Resources and Procurement internal processes
Dependency on other departments to accomplish tasks
Inability to hire in critical areas
Lack of personnel
Inability to train out of City limits
Lack of training facility
Lack of storage area for equipment
Not consistent with rapid response time during all times of the day
Turnaround of PM (preventive maintenance)
Equal enforcement of SOG's department wide
Lack of water rescue resources
Apparatus maintenance
Dissemination of information
Aging facilities; lack of space at Stations 1 and 3
Lack of employee recognition
Big enough (During peak tourist influx) to have higher risks, but too small to provide the most adequate service/Equipment
Need for a department Public Information Officer
Use of local media to market the department
Need to use data collection to communicate needs to public
Need training to maintain ideal response times
Turnout time
Lack of long term training plans (>than 1 year)
Succession planning
Lack of full-time personnel to compliment the schedule. Over budget on overtime for fiscal year 2015
Lack of fire codes and enforcement
Diminished involvement with regional/state-wide organizations
Lack of stations on each side of the valley
Large amount of volunteer turn over
Volunteer training
Weak record keeping
Poor GIS and pre plans for commercial buildings

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Primary weaknesses

Aging Equipment
Do not have 24 hr staffing
Aging facility

Opportunities

Village Administration and elected officials recognize importance of delivering excellent customer service
Ability to re-emphasize values that make us an excellent department
Mutual Aid partnership
Grant matching money
Public Education outreach to community and residents
Structure fire surveys and pre plans to improve services
Continue working on the training center to allow expansion
Regionalization of Special Ops resources, training
Reaching out to neighborhood community
More feedback opportunities i.e. articles, websites, social media
Stay current with new technology
Work with State Fire Marshal's Office
Increased visibility of Fire Dept Chaplain
Community Support
Social networking presence
Contributions to media outlets (TV, radio, papers)
New dispatch/GIS mapping/GPS
City-wide facility needs study
USAR
Involvement with Incident Management Team
Public Utilities
Accreditation

Primary Opportunities

Work with State Fire Marshall and DHS
Take advantage of grant funding
Increase our Public Outreach

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Threats

Code standards (i.e. state mandated) that do not allow older buildings to be brought to code.
Manmade (i.e. terrorism) and natural disasters (i.e. wildfire, snow storms, power outages, drought)
Limited space for expansion
Decline of structure fire experience
Personnel safety (externally) due to call types
Expectations not consistent with the mission and vision of the department
Lack of buy-in by business on fire safety
Decreasing quality of some building materials
Potential loss of communications with mutual aid departments
Any loss of community trust
High-hazard occupancies
Associations and agencies with opposing agendas (to fire/life safety)

Primary Threats

Decline of structure fire experience
Loss of Community trust

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Command Structure of the Fire Department

Fire Department command structure is broken down into branches with smaller groups. No one person will be in charge of more than seven people in an emergency situation. Each person will report only to one supervisor.

Overall responsibility and administration lies in the Department Head/Chief. As seen in the attached chart, the department is broken into four branches; Fire operations, Fire Prevention, Training and EMS. In the future, another branch will be added, Technical Rescue.

Fire, Rescue or Hazardous Condition Operations:

Command:

Command will be in charge of the overall operation and safety of an incident. Command may or may not be on scene depending on the incident.

Command structure may utilize personnel from different areas such as police, depending on the type of incident.

A large scale incident may require the command staff to break into Five other sections. These sections will include; Finance, logistics, Operations, Planning, Safety and Public Information. A large incident is not described in the following chart, but can be referenced in the Emergency Operations Plan.

Fire/Rescue Operations:

Fire Operations is divided into two groups; Structure and wildland. Structure focuses on structure fire suppression and interior attack. Wildland focuses on vegetative fires. These may include a large geographic area with multiple structures. Wildland will not do any interior attack unless geared for it and it does not consume extraordinary amount of resources for the value of the structure.

Structure/Rescue Group:

Structure is broken into three companies; Engine, Truck, and Rescue.

The engine company is responsible for interior operations such as, Extinguishing the fire and doing initial rescue of the public. Rescue of a person takes priority over all.

The truck company is responsible for exterior operations. This includes ventilation, exterior rescue of the public, setting up ladders, controlling utilities as well as building salvage.

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The rescue company/technical rescue is responsible for rescue of public from fire, vehicle, trench, confined space, HazMat, etc. This is a large area to cover and we do not have all aspects of a rescue company filled or enough personnel to specialize in each of these areas. This is a priority to get the proper training.

WildLand Group:

Wildland fire fighting uses different tactics and equipment than structure fire fighting. The personal protective equipment is lighter and not as durable. The equipment is much smaller and more agile. This group was broken into smaller elements equivalent to companies in the structure group; the Engine Bosses, Tender (tanker) Operators and Crew Bosses.

Engine Bosses are responsible for their crew and the engine (fire truck). The Engine maybe as large as a structure engine used to protect a structure. These apparatus will be dedicated to structures, supply a hose line to crews or out on their own doing suppression activity.

Tender operators may be responsible for up to one additional personnel. Typically these apparatus supply water, but our FD uses a tactical tender (a tender with a fire water pump) which can be used as an engine for suppression activities.

Crew Bosses are in charge of hand crews of up to 20 or so personnel. They do all the "grunt" work from digging line to picking up trash after an incident.

Training

Training personnel is extremely important, especially with volunteers who have a very limited amount of time. The personnel responsible will have to provide training for all the other branches and insure that requirements are met for ISO and EMS standards. A designated supervisor is required to insure training is kept up. This will help promote morale as well as increase the department's capability.

EMS (Emergency Medical Service) Operations

Command

Command is established to provide the EMS providers equipment and personnel for an incident. This may include initiating a medical helicopter transport, controlling a hazard, etc.

Lead EMT (Emergency Medical Technician) has overall control of patient care and is responsible for directing their subordinates in this care. Any additional resources will be requested through command.

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MCI (mass Casualty Incident) or Triage officer has the responsibility to determine the amount of patient care required for each patient when our EMS system is overwhelmed

QA/QI (Quality Assurance/Quality Insurance) is a post incident duty where reports and incidents are reviewed to assure and insure the quality of care was the best possible. This responsibility includes review of reports as well as the overall incident. Report review include information provided, format, whether the proper procedure was conducted, etc. This position is the least glamorous, but a very important position.

Fire Inspection/Prevention

These personnel are in charge of putting the Fire Department out of Business. The position requires inspections of occupancies to mitigate and prevent harm due to fire. This is done through the inspections and preplanning hazards of buildings.

Village Council and
Manager

Chief/Department
Head

Andy Bertges

Captain

Kevin Pool
Training/Fire

Emergency
Manager

Lieutenant of
Operations

Stephen
Newkirk
Fire/EMS

Virginia
Robertson
EMS

Senior Firefighter

Lieutenant
Mike Woolley

Lieutenant
Leonard Davis

Bonnie Sutton

Burl Smith

Angel Fire Fire Dept. Personnel Roster

<u>Unit #</u>	<u>Name</u>	<u>Position</u>	<u>Phone #</u>	<u>Email</u>
35-10	Andy Bertges	Chief	505-603-0416	abertges@angelfiren.m.gov
35-15	Charles Wilson	Chaplain	505-919-8744	
35-16	Peggy Trott	Chaplain	432-770-3583	peggy_trott@yahoo.com
35-17	Mike Sedillo	Chaplain		
35-18	Brain Nystrom	Chaplain	505-490-9649	
35-19	Linda Arceneaux	Chaplain	979-203-3093	lindaa.1943@yahoo.com
35-20	Kevin Pool	Captain	623-764-0483	kpool@angelfiren.m.gov
35-21	Mike Woolley	Lt.	505-204-8276	mwoo745862@aol.com
35-22	Bubba Davis	Lt.	505-204-6547	bubcodavis@gmail.com
35-23	Tommy Newkirk	Lt.	505-554-9195	tnewkirk@angelfiren.m.gov
35-25	Ginger Robertson	FF/EMT-P	830-708-2369	vrobertson@angelfiren.m.gov
35-26	Bonnie Sutton	FF/EMT-I	505-603-7426	bsutton@angelfiren.m.gov
35-30	Bill Mason		575-377-6303	masonnewmex@q.com
35-31	Cindy Coss	EMT-I	575-595-1048	bob@bobsyard.com
35-32	Wende Woolley	EMT-B	575-377-0752	wenwool@aol.com
35-33	Randy Smith	FF/EMT-B	505-501-1300	rsmith@angelfiren.m.gov
35-34	Dale Jackson	FF/EMT-B	505-603-9436	dajackson@kitcarson.net
35-35	Char Hall	FF	575-595-0704	keyaunei@hotmail.com
35-36	Stephen Clegg	FF/EMT-I	501-352-6508	scleg@angelfiren.m.gov
35-37	Burl Smith	FF	505-603-7718	bsmith@angelfiren.m.gov
35-38	Bert Brown	FF	620-260-8989	sab873@yahoo.com
35-39	Chuck Verry	FF/EMT-B	505-603-4476	chuckverry@msn.com
35-40	John Schafer	FF	505-429-1023	john958tug@gmail.com
35-41	Bob Koester	FF	512-848-0356	bobkoester88@yahoo.com
35-42	Ben Beem	FF		
35-43	Austin Harvey	FF	972-841-7580	aharvey@angelfiren.m.gov (???)
35-44	Chris Goodwyn	FF	575-770-4970	cdgoodwyn@gmail.com
35-45	Jaci Thurmon	FF	254-661-8146	jacinda_thurmon@yahoo.com
35-46	Hattie Belichick	FF/EMT-B	321-474-5112	hattie4president@gmail.com
35-47	Jessica Roach	EMT-B	505-412-5251	jess.roach@hotmail.com
35-48	Jarred Johnson	FF	330-770-3723	jarredjohnson1976@yahoo.com
35-49	Cory Breannen	FF	206-259-1733	craybrannan18@gmail.com
35-50	Sarah Camp	FF	262-327-6847	zarahcamp@gmail.com
35-51	John Blue	FF/EMT-B	205-826-3762	padidive842@yahoo.com

4/8/2016

P & Z and Building Department

2017 Plan

- **Continue to work with Comissioners to update and refine the Villages Planning and Zoning Code**
- **Train our new Code Enforcement Officer in his duties.**
- **Get the new Code Enforcement officer certified as residential building inspector, commercial building inspector, as well as plans examiner certification for residential and commercial work.**
- **Burl to train and take examinations to obtain Certified Building Official (CBO) credentials. Once this is done and Austin passes his examinations we can relieve our Fire Chief of the CBO duties. The reasoning behind the Chief getting the CBO certification was that the CBO is not allowed to do inspections, therefore our plan had been for the Chief to get this certification allowing Burl to be able to conduct inspection, thus covering the Village completely. With the new code enforcement officer on board we will be able to move forward. However; this not only falls under our plan for the upcoming year but will also fall under our 5 year plan, as Austin will need to obtain 5 years on the job experience to be able to qualify as an inspector. By Burl obtaining the CBO license it will allow him to continue to supervise and train Austin and get him the necessary 5 years of field experience.**
- **Budget and purchase for new GIS system. The Villages maps are outdated and need to be brought up to where everything is currently. This means that we will be budgeting for new software as well as for a GIS position. It is important that the Village brings our mapping system current. It falls in line with mapping our infrastructure, building department uses, streets/roads, water and sewer, emergency management, emergency evacuation routes, and fire department's needs. The useful applications for this software are endless. The Village would benefit from starting this new department. This is also part of my 5 year plan as well as our immediate plan for this year.**
- **Planning and Zoning plans to have the commissioners and staff systematically review and amend each section of the Village Planning and Zoning Code/Ordinances. I believe this is important and that the process be continuing as our Village begins to grow. We will be reviewing the language as well as the thought process regarding our zoning and future plans for the community.**

Building Maintenance Department/Grounds Maintenance Department/Custodian

- **Develop and budget for Building Maintenance Department as well as Grounds Maintenance Department.**
- **Hire one person for building maintenance and one for grounds maintenance.**
- **1 and 5 year goals are to build these departments and bring the Villages buildings back to where they should be and not neglect them as in years past. Also, to maintain our grounds better than we have in the past.**
- **Budget for a licensed electrician**

Custodian

- **Maintain all Village buildings**

2014-2015 Grants	Grant Amount	Grant Match	Project
NM Clean and Beautiful	\$2,000.00	In-kind	Flowers/Shrubs
New Mexico Tourism	\$3,000.00	\$3,000.00	Advertising for Balloons Over Angel Fire
MAP-7507(901)	\$211,273.00	\$70,424.00	Improvements to Camino Grande
Coop SP-4-15(963)	\$32,173.00	\$10,724.00	Road Repairs to Calle de los Caballeros
Recycling & Illegal Dumping	\$5,450.00	\$1,100.00	30 Yard Roll-Off Container for Mixed Metals
Recycling & Illegal Dumping	\$2,378.00	\$0.00	2 Tilt Trucks/2 Oil Spill Containment Units
Cola Cola	\$2,500.00	\$0.00	12 Recycle Containers
Dr. Pepper/Snapple	\$2,500.00	\$0.00	12 Recycle Containers
Total	\$261,274.00	\$85,248.00	
2015-2016 Grants	Grant Amount	Grant Match	Project
NM Clean & Beautiful	\$3,000.00	In-kind	Flowers/Shrubs
New Mexico Tourism	\$3,000.00	\$3,000.00	Advertising for Balloons Over Angel Fire
MAP-7507(902)	\$255,000.00	\$85,000.00	Improvements to Camino Grande
Coop SP-4-16(912)	\$48,527.00	Waived	Via del Rey north on San Felipe Circle
Recycling & Illegal Dumping	\$30,000.00	\$3,000.00	Study on Organic Waste
Recycling & Illegal Dumping	\$13,980.00	\$2,986.00	Glass Conveyor
NM Association of Counties	\$14,000.00	None	Update to our CWPP
RTP Special Call	\$2,487.98	\$0.00	Equipment for Trail Maintenance
Total	\$369,994.98	\$93,986.00	
2016-2017 Grant	Grant Amount	Grant Match	Project
Capital Outlay	\$190,000.00	\$0.00	UV Disinfection Unit & Bar Screen
Severance Tax Bond	\$70,000.00	\$0.00	Fog Seal on North Angel Fire Road
Clean Water State Revolving Fund	\$192,225.00	\$390,275.00	UV Disinfection Unit & Bar Screen
Drinking Water State Revolving Fund	TBD	TBD	Coffey Well 2 & Repair Water Tanks
NM Clean & Beautiful	\$3,000.00	In-kind	Flowers/Shrubs
Recycling & Illegal Dumping	\$267,041.00	\$3,000.00	Track around Allen Fields
Recycling & Illegal Dumping	\$4,100.00	\$1,000.00	Cardboard Recycling Trailers
Coop	\$43,108.00	In-kind	Panorama Way North
Map	\$350,250.00	\$116,750.00	Camino Grande to Louise Trammel
New Mexico Tourism	\$3,000.00	\$3,000.00	Advertising
Total	\$1,122,724.00	\$514,025.00	

VILLAGE OF ANGEL FIRE
Special Council Meeting Minutes
Monday April 18th, 2016 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 9:00 AM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Larson, Councilor Lanon, Councilor Colenda. Also present were Village Manager Richard Tafoya, Village Clerk Terry Cordova. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Larson seconded. Motion carried 4-0

New Business

- A. Discussion / Approval and FIRST READING OF ORDINANCE NO. 2016-_____ APPROVING A GROUND LEASE AGREEMENT LEASING 6.1 ACRES OF VILLAGE OF ANGEL FIRE REAL PROPERTY LOCATED NEAR EXISTING WASTEWATER TREATMENT PLANT TO GoSolarGo, INC. BY AND THROUGH ITS SUBSIDIARY, CIELOS DE MONTANA, LLC FOR A SOLAR ARRAY PROJECT: [TERMS] AT THE APPRAISED VALUE OF LEASE OF \$158,600.00, PAID OVER 25 YEARS AS FOLLOWS: \$55,000.00 IN CASH THE FIRST YEAR AND \$103,600.00 PAID OVER 24 YEARS AT \$4,316.66 A YEAR IN CASH OR BY INKIND IMPROVEMENTS TO THE VILLAGE'S ALLEN FIELDS OR PROVISION OF SOLAR PANELS OR ELECTRICITY TO VILLAGE.**
(1st Reading) (Public Hearing)

Mayor Cottam opened the public hearing at 9:01am. Councilor Lanon expressed his concerns that the lease did not guarantee that the in-kind improvements will be done. Councilor Larson stated that he felt that the lease is a bit lose, that it could sell out to Kit Carson and then we are negotiating with a different party. All in all I think the appraisal covers the pricing. Councilor Lanon said he supports the solar array, that it goes hand in hand with the recycling but that he feels the lease is a little vague. Mayor Pro-tem Howe added that if it were a larger dollar amount it would be a concern. Mayor Cottam added that this is time sensitive so that the project can start this summer and that is why we called a special meeting and that she too has a lot of the same concerns. She added that the Herfels have put a lot of effort into this and it would be hard to believe that they would not do the things that are in the lease. Councilor Larson asked if the money collected from the lease would go into the general fund. Manager Tafoya stated yes it does but we will pay the attorney first which will come off of the first portion. Then it will come into the general fund and transferred over to Allen Field. Tracy Orr, Grants went over some of the changes to the wording with council. Mayor Cottam suggested that some of the wording be done and reviewed by Manager Tafoya and be ready for the second reading in May. Manager Tafoya added that the village's attorney has already given his blessing and we move forward as is. Mayor Cottam closed the public hearing at 9:14am. Mayor Pro-tem Howe made the motion to approve the first reading of ORDINANCE NO. 2016-_____ APPROVING A GROUND LEASE AGREEMENT

1 LEASING 6.1 ACRES OF VILLAGE OF ANGEL FIRE REAL PROPERTY
2 LOCATED NEAR EXISTING WASTEWATER TREATMENT PLANT TO GoSolarGo,
3 INC. BY AND THROUGH ITS SUBSIDIARY, CIELOS DE MONTANA, LLC FOR
4 A SOLAR ARRAY PROJECT: [TERMS] AT THE APPRAISED VALUE OF LEASE
5 OF \$158,600.00, PAID OVER 25 YEARS AS FOLLOWS: \$55,000.00 IN CASH THE
6 FIRST YEAR AND \$103,600.00 PAID OVER 24 YEARS AT \$4,316.66 A YEAR IN
7 CASH OR BY INKIND IMPROVEMENTS TO THE VILLAGE'S ALLEN FIELDS
8 OR PROVISION OF SOLAR PANELS OR ELECTRICITY TO VILLAGE.
9 Councilor Colenda seconded. With no further discussion the motion carried 4-0 with
10 Mayor Pro-tem Howe -aye, Councilor Larson -aye, Councilor Lanon-aye, Councilor
11 Colenda -aye.
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16 **Adjournment**

17 Mayor Cottam adjourned the meeting at 9:16AM
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19 **Passed, Approved and Adopted on this 24th day in May, 2016**
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25 _____
26 **Barbara Cottam, Mayor**

27 **ATTEST:**

28 _____
29 **Terry Cordova, Village Clerk**
30
31

*Village of Angel Fire
Proclamation 2016-01
"National Garden Week"*

Whereas, the gardeners of this country produce a multitude of foods for our people and enable us to export to other countries which are in desperate need; and

Whereas, our gardeners help to preserve and foster our traditional spirit of independence and individual initiative; and

Whereas, gardening instills in our people, both young and old, a greater appreciation for nature, in general, and for our beautiful land in particular; and

Whereas, such appreciation naturally leads to a greater respect and care for our environment; and

Whereas, gardening in addition to being most beneficial for our country, furnishes a pleasant and productive full or part-time activity for a large number of our citizens; and


Whereas, our gardens also yield flowers of great variety and breathtaking beauty; and

Whereas, these flowers bring beauty into our lives and satisfy our aesthetic needs:

*Now, Therefore be it Resolved that the
Week of June 5th through June 11th, 2016 be designated as*

"National Garden Week"

Proclaimed this 24th day of May 2016.


Barbara Cottam, Mayor

Attest:


Terry Cordova, Village Clerk



COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: May 24, 2016

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve 2nd reading of Loan Ordinance authorizing the Village of Angel Fire to enter into a loan agreement with the New Mexico Environment Department for the Clean Water State Revolving Fund.

Background/Facts : The Village of Angel Fire was awarded loan funds in the amount of \$390,275 and grant funds in the amount of \$192,225 from the Clean Water State Revolving Fund. The Loan Ordinance agreement is between the Village of Angel Fire and New Mexico Environment Department for the purpose of obtaining wastewater construction loan funds and a grant to 1) replace the existing ultraviolet disinfection equipment and 2) retrofit the existing mechanical bar screen with the auger-style screening mechanism. The 1st Loan Ordinance reading passed.

Alternatives: N/A

1) Financial Impact and Review:

Financial Impact: Yes

Budgeted Item: X yes, it will be for the 2016-2017 budget no

Funding Source: Wastewater Department

Finance Department Comments and Review:


Finance Directors Signature

2) Attached Documents: In-kind costs

3) Staff's Recommended Motion: Motion and second to approve the 2nd reading for the Loan Ordinance with the Village of Angel Fire and the New Mexico Environment Department for the Clean Water State Revolving Fund.

4) Village Manager's Recommendation:

Approval: ✓ **Disapproval:** **other:**

Manager's Comments:

Signature: 

S A M P L E with Subsidy

ORDINANCE NO. _____

AUTHORIZING THE Village of Angel Fire (BORROWER) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT (NMED) FOR THE PURPOSE OF OBTAINING WASTEWATER CONSTRUCTION LOAN FUNDS IN THE PRINCIPAL AMOUNT OF \$390,275.00 PLUS ACCRUED CONSTRUCTION INTEREST AND LOAN SUBSIDY GRANT FUNDS IN THE AMOUNT OF \$192,225.00; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE OF:

1) Replacing the existing ultraviolet disinfection equipment and 2) retrofit the existing mechanical bar screen with the auger-style screening mechanism.

; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM THE Water/Wastewater Enterprise Fund AND (if applicable) General Fund REVENUES; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created public body organized under the general laws of the State of New Mexico (State); and

WHEREAS, the Borrower now owns, operates and maintains a public utility constituting a Water and Wastewater (i.e., Joint Waste and Wastewater) system (System), which includes a system for disposing of wastes by surface and/or underground methods; and

WHEREAS, the present System is insufficient and inadequate to meet the needs of the Borrower and its residents for the treatment and disposal of wastewater, or for groundwater protection; and

WHEREAS, the Loan Agreement and Note will be payable solely from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues; and

WHEREAS, the funds for this Project will include funds from a one-time federal grant to the NMED from the Environmental Protection Agency (EPA); and

WHEREAS, the Project is subject to specific requirements of the federal grant; and

WHEREAS, the Borrower has the following obligations outstanding to which the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues have already been pledged:

Funding source (i.e., Revenue Bond Series #, NMED Loan #, NMFA Loan #, etc.)	Principal Amount Outstanding at 06/30/ <u>15</u>	Is listed funding source superior, subordinate or on parity with this funding?
RUS Loan Series 1998	\$2,388,000.00	on parity
RUS Loan Series 1999	\$2,388,000.00	on parity
2010 WTB	\$61,747.00	on parity
NMFA 2010	\$57,408.00	on parity

WHEREAS, the Governing Body of the Borrower has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement and to execute and to deliver the Note to the NMED.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined*):

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at sections 74-6A-1 to 74-6A-15 NMSA 1978, as amended; enactments of the Governing Body of the Borrower relating to the Note and the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

ADMINISTRATIVE FEE. A fee assessed and collected by the NMED from the Borrower on each loan and expressed as a percentage per year on the outstanding principal amount of the loan, payable by the Borrower on the same date that principal and interest on the loan are due, for deposit in the Clean Water State Revolving Loan Administrative Fund;

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

ANNUAL LOAN REPAYMENT ACCOUNT. An account established under this Ordinance and held by the Borrower, funded from the Water/Wastewater Enterprise Fund and (if

applicable) General Fund Revenues in the amount necessary for payment of the principal, interest and administrative fees due annually under the Loan Agreement and Note.

AUTHORIZED OFFICER. The Borrower's mayor, chief administrative officer, or other officer or employee of the Borrower as designated by Borrower's Resolution Number 2015-48, adopted by the governing body of the Borrower, as amended.

BORROWER. The entity requesting funds pursuant to the Act.

CLEAN WATER STATE REVOLVING LOAN ADMINISTRATIVE FUND. The fund of the same name created in the State Treasury and administered by NMED pursuant to the Wastewater Facility Construction Loan Act, NMSA 1978, Sections 74-6A-1 to 15 as amended.

DEBT SERVICE RESERVE ACCOUNT. The account established under this Ordinance and held by the Borrower funded from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues in the amount of the Debt Service Reserve Requirement.

DEBT SERVICE RESERVE REQUIREMENT. An amount equal to one annual repayment of principal, interest and administrative fees due as set forth in Section 10 (A) of this Ordinance.

DEDICATED SOURCE(S) OF REPAYMENT (Source). (Specifically define each source **IF** more than one.)

Water/Wastewater Enterprise Fund

Revenues:

The Enterprise Fund and the General Fund will be the dedicated sources of repayment for this loan.

General Fund

Revenues:

FISCAL YEAR. The twelve-month period commencing on the first day of July 1 of each year and ending on the last day of June 30 of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year for the System.

FUNDS. Loan and Loan Subsidy Grant funds.

GOVERNING BODY OF THE BORROWER. (i.e., Council, Commission, etc.)
Council.

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. One or more loan agreements between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the amended loan agreement which shall state the final amount the NMED loaned to the Borrower, and which shall be executed upon completion of the Project and dated on the date of execution thereof.

LOAN SUBSIDY GRANT. A sub-grant of funds to the Borrower from a one-time federal grant of funds to the NMED by EPA, for the purpose of subsidizing the amount loaned to the Borrower under the Loan Agreement and Note.

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

NOTE. The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreement.

OPERATION AND MAINTENANCE. All reasonable and necessary current expenses of the System, paid or accrued, relating to operating, maintaining and repairing the System.

ORDINANCE. This Ordinance as amended or supplemented from time to time.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues issued with a lien on the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues on parity with the bonds or obligations as listed in this ordinance.

PROJECT. *(insert the same project description that is listed on the Project Description Form which has been submitted in advance and approved by the NMED Project Manager)*

The Village of Angel Fire's current wastewater Ultraviolet Disinfection system is aging. Replacement parts are difficult to obtain because of their scarcity and expense. The Village of Angel Fire proposes to replace the existing ultraviolet disinfection equipment with modern equipment that is reliable and is readily serviceable. Replacing the Ultraviolet Disinfection system is a project that will keep us in permanent compliance.

The Village of Angel Fire existing wastewater plant bar screen removes too much organic matter, requires frequent repairs due to aging components and is subject to +

PROJECT COMPLETION DATE. Means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 – 20.7.7 NMAC.

REPLACEMENT RESERVE ACCOUNT. The account established under this Ordinance and held by the Borrower funded from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues in the amount of the Replacement Reserve Requirement.

REPLACEMENT RESERVE REQUIREMENT. An amount equal to 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the Borrower from NMED as set forth in Section 10 (B) of this Ordinance.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues issued with a lien on the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues subordinate to the lien of the Loan Agreement and Note as may be listed in this ordinance.

Section 2. RATIFICATION. All action heretofore taken (not inconsistent with the provisions of the Ordinance) by the Governing Body of the Borrower, the officers and employees of the Borrower, directed toward the Loan Agreement and the Note, is hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Governing Body of the Borrower hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

(A) The execution and delivery of the Loan Agreement and the Note pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

(B) The Borrower will acquire, improve and finance the Project.

(C) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

(D) The Project is and will be part of the System, which is a publicly owned Water and Wastewater System the purposes of which include the disposal and treatment of wastewater, either by surface or underground methods.

(E) The Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement and Note.

Section 4. SYSTEM. The System shall continue to constitute a Water and Wastewater System and shall be operated and maintained as such.

Section 5. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan Agreement and Note is hereby authorized at a cost not to exceed the principal Loan amount of \$390,275.00 and the Loan Subsidy Grant amount of \$192,225.00 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 6. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the citizens of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement and Note, and the Borrower is hereby authorized to execute and deliver the Loan Agreement and the Note, to be payable and collectible solely from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower over the construction period of the Project. The principal Loan amount of the Note shall not exceed \$390,275.00 plus accrued construction interest without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, and the annual interest rate

and Administrative Fee on that principal amount shall not exceed 3 percent per annum collectively. Interest and the Administrative Fee shall be computed as a percentage per year on the outstanding principal amount on the Loan on the basis of a 365 day year, actual number of days lapsed. The final maturity date on the Note shall not extend beyond 20 years from the Project Completion Date. The Loan shall be repaid in substantially equal annual installments of principal, interest and administrative fees on the dates provided in the Loan Agreement with the first annual installment due within one year of the Project Completion Date, but no later than one year after the date of the warrant of final payment from the NMED. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues.

(B) The Borrower is hereby authorized to accept a Loan Subsidy Grant under the terms of the Loan Agreement. The aggregate Loan Subsidy Grant amount shall not exceed \$192,225.00 without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower. By accepting a Loan Subsidy Grant, the Borrower is a sub-recipient of a one-time federal grant of funds to NMED by EPA. As a sub-recipient, the Borrower is responsible for complying with the specific requirements and the conditions of the one-time federal grant. If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED. Specific federal grant requirements include but are not limited to:

- (1) Federal Grant Reporting Requirements; and
- (2) Wage Rate Requirements

(C) The form of the Loan Agreement and the Note are approved. An Authorized Officer is hereby authorized and directed to execute and deliver the Loan Agreement and the Note and any extensions of or amendments to any such document to be executed after

completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From and after the date of the initial execution and delivery of the Loan Agreement and the Note, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance, the Loan Agreement and the Note.

Section 7. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and the Note and all payments of principal, interest and administrative fees thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment of the principal, interest or administrative fees on the Loan Agreement and the Note except the designated special funds pledged therefore. The Loan Agreement and the Note shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues the income from which is so pledged, and that the NMED may not look to any general or other fund for the payment of the principal, interest or the administrative fee on the Loan Agreement or the Note.

Section 8. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life, which is not less than 20 years.

Section 9. USE OF PROCEEDS. The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.

Section 10. DEBT SERVICE, REPLACEMENT RESERVE, AND ANNUAL LOAN REPAYMENT ACCOUNTS.

(A) DEBT SERVICE RESERVE ACCOUNT. A Debt Service Reserve Account is established under this Ordinance, held by the Borrower and funded from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues in the amount of the Debt Service Reserve Requirement. The Borrower shall deposit no less than one-sixth of the amount of one annual repayment of principal, interest and the administrative fees into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. In the event that funds from the Debt Service Reserve Account are used to service the Loan Agreement and the Note, the Borrower shall replenish the Debt Service Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Debt Service Reserve Requirement is on deposit in the Debt Service Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee the Borrower shall fund the Debt Service Reserve Account and identify this in the Annual Audit.

(B) REPLACEMENT RESERVE ACCOUNT. A Replacement Reserve Account is established under this Ordinance, held by the Borrower and funded from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues in the amount of the Replacement Reserve Requirement. The Borrower shall deposit no less than one-sixth of 5% of the sum of the final principal amount loaned and the amount of the loan subsidy granted to the Borrower from the Source Fund into this account in each 12-month period beginning at final loan closing and continuing until the full amount of the Replacement Reserve Requirement is on deposit. The Replacement Reserve Account shall accumulate funds to pay for replacement of parts to ensure the Project is fully operational during the term of the Loan Agreement and Note. In the event that funds from the Replacement Reserve Account are used to pay for replacement of parts, the Borrower shall replenish the Replacement Reserve Account as soon as possible by depositing funds in the manner described above until the full amount of the Replacement Reserve Requirement is on deposit in the Replacement Reserve Account. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the Borrower shall fund the Replacement Reserve Account and identify this in the Annual Audit.

(C) ANNUAL LOAN REPAYMENT ACCOUNT. An Annual Loan Repayment Account is established under this Ordinance, held by the Borrower and funded from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues in the amount necessary for payment of the principal, interest and the administrative fee due annually under the Loan Agreement and Note. So long as the Loan Agreement and the Note are outstanding, whether as to principal, interest, or the administrative fee, the Borrower shall fund the Annual Loan Repayment Account and identify this in the Annual Audit.

Section 11. APPLICATION OF REVENUES.

(A) **OPERATION AND MAINTENANCE.** The Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges, and any amounts for capital replacement and repair of the System from the Source Fund as incurred.

(B) **PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S).** The Borrower shall pay the principal, interest and administrative fees of parity obligations and other approved debts which are secured from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues as scheduled.

(C) **EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the Borrower secured by the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues on a parity with the Loan Agreement and the Note, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues, regardless of the time or times of their issuance or creation.

(D) **DEBT SERVICE AND REPLACEMENT RESERVES.** The Borrower shall deduct the required amounts for debt service reserve and replacement reserve accounts from the Source Fund as required.

(E) **SUBORDINATE OBLIGATIONS.** The Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues which have a lien on the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues on parity with the Loan Agreement and the Note.

Section 12. LIEN OF LOAN AGREEMENT AND NOTE. The Loan Agreement and the Note shall constitute irrevocable liens upon the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues with priorities on the Water/Wastewater Enterprise Fund and (if applicable)

General Fund Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues for the payment of the Note and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreement.

Section 13. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues.

Section 14. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) The failure by the Borrower to pay the principal, interest and administrative fees on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or

(B) Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement (*other than a default described in the previous clause of this section*) for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

UPON OCCURRENCE OF DEFAULT:

(A) The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and the administrative fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Water/Wastewater Enterprise Fund and (if applicable) General Fund Revenues, either immediately

or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to adjust the rates charged by the System to ensure repayment of the Note.

(B) If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan and Loan Subsidy Grant disbursed to the Borrower from NMED.

(C) The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.

Section 15. ENFORCEMENT; VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 16. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreement or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or

to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreement and Note and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section 17. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Note to ensure the payment of the principal, interest, and the administrative fee on the Note promptly as the same become due. All proceeds derived from the System, so long as the Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreement.

Section 18. TERMINATION. When all obligations under the Loan Agreement and Note have been paid, the Loan Agreement and Note shall terminate and the pledge, lien, and all other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Note, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 19. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

Section 20. ORDINANCE IRREPEALABLE. After the Loan Agreement and Note have been executed and delivered, the Ordinance shall be and remain irrevocable until the Note has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 21. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 22. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

(BORROWER SHOULD ADD SIGNATURE PAGE AS USUAL AND CUSTOMARY)

VILLAGE OF ANGEL FIRE, NEW MEXICO

ORDINANCE NO. 2016-01

(APPROVING A GROUND LEASE AGREEMENT LEASING 6.1 ACRES OF VILLAGE OF ANGEL FIRE REAL PROPERTY TO GO SOLAR GO, INC. BY AND THROUGH ITS SUBSIDIARY, CIELOS DE MONTANA, LLC, FOR 25 YEARS FOR A SOLAR ARRAY PROJECT)

RELATING TO VILLAGE OF ANGEL FIRE GROUND LEASE OF 6.1 ACRES OF REAL PROPERTY NEAR EXISTING WASTEWATER TREATMENT PLANT TO GO SOLAR GO, INC., BY AND THROUGH ITS SUBSIDIARY, CIELOS DE MONTANA, LLC FOR 25 YEARS FOR THE DEVELOPMENT AND USE AS SITE FOR THE GENERATION OF RENEWABLE ENERGY FROM SOLAR PHOTOVOLTAIC FACILITIES WITH KIT CARSON ELECTRIC COOPERATIVE, INC.

WHEREAS, the Village of Angel Fire, New Mexico, a New Mexico municipal corporation, (the "Village") owns certain real property, being 6.1 unimproved and vacant acres located within its municipal boundaries, near its existing Wastewater Treatment Plant ("the Leased Premises"); and,

WHEREAS, GoSolarGo, Inc., a Texas Corporation, by and through its wholly owned subsidiary Cielos De Montana, LLC., a Texas limited liability company ("Cielos De Montana") responded to a Request for Proposals (the "RFP") of Kit Carson Electric Cooperative, Inc., ("KCEC") on July 10, 2015 proposing the development of solar array facilities for use by KCEC in its provision of electric services to the public ("the Response"); and,

WHEREAS, Cielos De Montana is in need of real property upon which to locate its solar array facilities to satisfy obligations and undertaking to KCEC pursuant to any contract awarded in accordance with the RFP and the Response; and,

WHEREAS, pursuant to NMSA 1978, §3-54-1, an appraisal of the Leased Premises was conducted by a qualified appraiser, Ginny Olcott, MAI, Olcott Appraisal, Inc., as of February 15, 2016 in a report dated February 23, 2016 upon which the following rental terms of a 25 year ground lease are based and which the written appraisal report was submitted to the Village Council, through the Village Manager and filed for public inspection in the Office of the Village Clerk; and,

WHEREAS, the Leased Premises can be made available by lease from the Village to Cielos De Montana for its development and use of the solar array facilities contemplated in the RFP and the Response; and,

WHEREAS, both the Village and Cielos De Montana are desirous of entering into a ground lease of the Village's 6.1 acre Leased Premises in accordance with applicable law, through the adoption of an ordinance approving the lease of such premises for 25 years under the minimum material terms set forth hereafter, with required publication, posting, notice and consideration and subject to referendum if called in accordance with law, specifically NMSA 1978, §3-54-1, and NMSA 1978, §3-1-5.

NOW, THEREFORE,

BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF ANGEL FIRE THAT:

SECTION 1. The Village of Angel Fire, as Lessor, shall enter into a Ground Lease Agreement with GoSolarGo, Inc. a Texas corporation, through its wholly owned subsidiary, Cielos de Montana, LLC, a Texas limited liability company, as Tenant or Lessee, of real property owned by the Village and described as a 6.1 acre vacant land area located at 67 Darrell Benjamin Road in the Village of Angel Fire, New Mexico on a portion of the 39.885 acre "Tract I, New Wastewater Treatment Plant Site", as described on the Correction Special Warranty Deed Recorded 04/17/2000 in Book 11, Pages 3949-3957, in the Colfax County Clerk's Office and as further described on the survey plat Exhibit A (the 6.1 Acre "Leased Premises") to the Ground Lease Agreement, with, and subject to, the following minimum material terms and conditions of lease:

A. The Ground Lease Agreement shall be effective forty-five (45) days after the date of adoption of this Village Ordinance approving the Ground Lease Agreement, pursuant to NMSA 1978, §3-54-1D (the "Commencement Date").

B. The Ground Lease Agreement shall have a term of 25 years beginning on the Commencement Date;

C. Rent for the Leased Premises for the 25-year term shall be \$158,600 based on the appraised value of the Village of Angel Fire's real property (Leased Premises) as determined by an appraisal of a qualified appraiser obtained by Tenant/Lessee prior to the Commencement Date of this Lease, pursuant to NMSA 1978, §3-54-1B, and available for public inspection and review in the Office of the Village Clerk, and then calculated for lease purposes, being payable \$55,000 paid in cash within the first year by \$30,000 paid on the Commencement Date or before any construction on the Leased Premises begins; with the remaining \$25,000 due on or before the first anniversary of the Commencement Date. The remaining rent of \$103,600 shall be paid by either:

1. an annual cash installment of \$4,316.66 payable each year for the next 24 years on the Commencement Date anniversary date; or

2. in-kind improvements to Allen Fields, the value of which is verified by the Village, which may include:

a. construction of a pavilion with energy/lighting generated via solar panels;

b. installation of Eloo bathrooms (quality TBD);

c. provide a lighting study;

d. construct/provide a maintenance shed;

e. construct/provide bleachers;

f. construct/provide personalized windscreen;

or by,

g. affording a portion of the solar panels and facilities for the Village's or its Community/residents' ownership and use purposes, and electricity therefrom, if and when permitted by law and/or the New Mexico Public Regulation Commission, during the term of this Lease.

D. Tenant/Lessee shall have possession of the Leased Premises upon the initial payment of the \$30,000 portion of the first year rent due on the Commencement Date.

E. The Leased Premises are to be used for the development and use of a solar array panel facility to generate renewable energy from solar photovoltaic facilities by Lessee with Kit Carson Electric Cooperative, Inc.

F. The Tenant/Lessee:

1. may construct temporary structures and solar array panels and facilities as described in GoSolarGo, Inc.'s Response dated July 10, 2015 to Kit Carson Electric Cooperative's Request for Proposal attached as Exhibit B to the Lease (pp.3-5);

2. shall fence and secure the Leased Premises at its own expense;

3. shall, at the end of the Lease term, remove all temporary structures, buildings, solar array panels and facilities and reclaim and return to the Leased Premises to the Village in as good or better condition as on the Commencement Date;

4. shall not violate any law or constitute a public nuisance or interfere with the Village's existing wastewater treatment plant operations, facilities, use, access and maintenance; nor permit any "hazardous substances" as defined by applicable federal and state environmental laws on the Leased Premises; and

5. shall have the right, subject to initial rent payment of the \$55,000 by the end of the first year of this Lease and with prior Village concurrence, to name the Allen Sports Field Pavilion within the Allen Sports Field. The Village concurs that the Pavilion can be named the "GoSolarGo Pavilion", but any name for the Pavilion chosen may be revoked if the Tenant/lessee fails to comply with the material terms of this Lease or the payment of the remaining annual cash or in-kind rental required by the Lease.

G. The Village/Lessor agrees that it will not build on any lands adjacent to the Leased Premises any building or structure that interferes with the sun shining on the solar panels to be installed on the Leased Premises by Tenant/Lessee.

SECTION 2. The officers of the Village of Angel Fire are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

SECTION 3. Upon adoption of this Ordinance, it shall be recorded in the book of Ordinances of the Village, kept for that purpose, authorized by the signatures of the Mayor and the Village Clerk and shall be in full force and effect forty-five days thereafter, in accordance with law, and published as required by law after adoption and subject to any call for a referendum properly and timely made.

PASSED AND ADOPTED BY THE COUNCIL OF THE VILLAGE OF ANGEL FIRE

THIS 24th DAY OF MAY, 2016

BY: _____
BARBARA COTTAM, MAYOR

ATTEST:

BY: _____
Village Clerk

GROUND LEASE AGREEMENT

[FOR GoSolarGo's SOLAR ARRAY PROJECT ON VILLAGE OF ANGEL FIRE'S LAND]

Landlord/Lessor: Village of Angel Fire, a New Mexico Municipal Corporation ("Village")
[Pursuant to VAF Ordinance_____]

Tenant/Lessee: GoSolarGo, Inc., a Texas corporation, by and through its wholly owned subsidiary CIELOS DE MONTANA, LLC, a Texas limited liability company ("CIELOS DE MONTANA")

Leased Premises: 6.1 Acre Vacant Land Area Located at 67 Darrell Benjamin Road in the Village of Angel Fire, New Mexico, On a Portion of the 40 Acre Tract I, New Wastewater Treatment Plant Site Correction Special Warranty Deed Recorded 04/17/2000, in Book 11, Pages 3949-3957, Colfax County Clerk's Office and on Exhibit A (the 6.1 Acre "Leased Premises") Hereto

ARTICLE I FUNDAMENTAL LEASE PROVISIONS

This Ground Lease Agreement (hereafter "the Lease") is made and entered into between Landlord and Tenant for the development and use of 6.1 acres of Village vacant land near the new Wastewater Treatment Plant as a site for the generation of Renewable Energy From Solar Photovoltaic Facilities (the Solar Array Project), together with Kit Carson Electric Cooperative, Inc. (KCEC) on the following terms:

Lease Agreement Signature Date :	_____, 2016
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Lease Agreement Effective Commencement Date is:	Date of Adoption of Village Ordinance by Council Approving Lease Agreement, Plus 45 days
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Landlord/Lessor:	The Village of Angel Fire, a New Mexico Municipal Corporation ("Village")
Address of Landlord Lessor/Contact:	<p>Village of Angel Fire c/o Mayor Barbara Cottam c/o Rick Tafoya, Village Manager P.O. Box 610 Angel Fire, NM 87710 rtafoya@angelfirenm.com (575) 377-3232</p> <p>With copy to: Joseph F. Canepa, Village Attorney Canepa & Vidal, P.A. P.O. Box 8980 Santa Fe, NM 87504-8980 jfcanepa@newmexico.com (505) 982-9229</p>
Tenant/Lessee:	GoSolarGo, Inc., a Texas Corporation, by and through its wholly owned subsidiary, CIELOS DE MONTANA, LLC, a Texas limited liability company ("CIELOS DE MONTANA")
Address of Tenant/Contact:	<p>CIELOS DE MONTANA, LLC c/o Louise Herfel, Its President 165 Saladon Road CR B-36 Angel Fire, NM 87710 (214) 437-1362 lherfel@gosolargoinc.com lherfel@gmail.com</p>
Description of Leased Premises:	6.1 Acre Vacant Land Area Located at 67 Darrel Benjamin Road in the Village of Angel Fire, New Mexico, On a Portion of the 40 Acre Tract I, New Wastewater Treatment Plant Site, as

	Described on Special Warranty Deed Recorded 04/17/2000 in Book 11, Pages 3949-3957, in the Colfax County Clerk's Office and as further described on <u>Exhibit A</u> (the 6.1 Acre "Leased Premises) hereto
Possession Date:	Lease Effective and Tenant May Have Possession of the Premises Upon Payment of Initial \$30,000.00 Rent
Date Rent Obligation Begins:	The earlier to occur of either the "Commencement Date" of Lease or any construction on Premises Begins
Base Term:	25 Years
Base Rent for Full 25 Year Term	\$158,600.00 in Total for Full 25 Year Term Value of Lease With
Cash Rent Within First Year	\$55,000.00 Paid in Cash Within First Year by \$30,000 on the "Commencement Date", or Before Any Construction on Premises Begins; and the Remaining \$25,000 Due On or Before the First Anniversary of the Lease
Remaining Annual Cash Rent or In Kind Rent:	<p>Remaining \$103,600.00 Base Rent Paid as follows by either :</p> <p>1. Annual Cash Installment of \$4,316.66 (Amortized Over 24 years)</p> <p><u>Or by:</u></p>

	<p>2. In-Kind Improvements to Allen Fields which may Include:</p> <ul style="list-style-type: none"> • Construction of a Pavilion with energy /lighting generated via solar panels • Installation of Eloo bathrooms (quality TBD) • Provide a Lighting Study • Construct/Provide a Maintenance Shed • Construct/Provide Bleachers • Construct/Provide Personalized Windscreen <p>(to be verified as to value by Village)</p> <p><u>Or by:</u></p> <ul style="list-style-type: none"> • Affording/Providing a Portion of Solar Panels or electricity for Village of Angel Fire Community / Resident Ownership and Purposes If and When Permitted by Law During the Term of Lease.
Use of Premises:	For Development and Use as a Solar Array Panel Facility to Generate Renewable Energy From Solar Photovoltaic Facilities, Together with Kit Carson Electric Cooperative, Inc.
Permitted Tenant Build Out/Use / Tenant to Fence and Secure Premises at Tenant's Expense	Construction of Temporary Structures and Solar Array Panels and Facilities as Described in GoSolarGo, Inc.'s Response dated July 10, 2015, to KCEC's RFP Attached as <u>Exhibit B</u> Hereto

	(pp. 3-5); Tenant to Fence and Secure Leased Premises at Tenant's Expense.
Tenant's Obligation to Return Premises at End of Lease	At the End of the Lease, the Tenant Shall Remove All Temporary Structures, Buildings, Solar Array Panels and Facilities and Reclaim and Return to the Land to the Village in as Good or Better Condition as on the Commencement Date of the Lease
Landlord's Building Restrictions on Its Adjacent Lands	Landlord / Village Not to Interfere with Sun Shining on Solar Panels.
Prohibited Uses of Premises by Tenant	Any Uses That Violate the Law or Constitute a Public Nuisance or that Interfere With the Village's Existing Wastewater Treatment Plan Operations and Facilities and Access and Maintenance Uses Thereof.
<u>Other Important Terms/Considerations:</u> Appraisal of Value of Leased Premises at Tenant's Expense Tenant Naming Rights to Allen Field Pavilion	<p>Tenant Has Obtained an Appraisal by a Qualified Appraiser of Value of the Leased Premises Pursuant to NMSA 1978, § 3-54-1B Prior to Commencement of the Lease.</p> <p>Tenant Shall Have the "Naming Rights" to the Allen Field Pavilion Which May Be Exercised After Full Payment of the \$55,000.00 Cash Rent Within the First Year And Subject to Revocation If Remaining Rents / Lease Terms Not Complied With)</p>

ARTICLE II PREMISES

2.1 DESCRIPTION. Landlord, for and in consideration of the covenants and agreements of Tenant herein contained and upon and subject to the terms, conditions and provisions herein set forth, hereby leases to Tenant, and Tenant leases and accepts, the Leased Premises described in Article I hereof as the Description of Premises (herein referred to as "the Premises" or the "Leased Premises") (Exhibit A hereto).

2.2 CONDITION OF PREMISES. Landlord and Tenant recognize that the Premises is vacant, unimproved land with no structures on it at the time of commencement of this Lease. Tenant shall perform a walk-over visual inspection of the Premises prior to the Commencement Date. The present condition of the Premises will be documented by photographs at this time. Tenant agrees that Tenant is leasing the Premises "as is", based upon Tenant's own inspection of the Premises and not upon any representation of any kind made by Landlord or Landlord's agents or employees.

2.3 LOCATION OF PREMISES HAS BEEN APPROVED BY US FAA. The Parties recognize that the Premises (Exhibit A hereto) has been approved by the US FAA by letter dated January 4, 2016.

2.4 SURVEY SKETCH OF LEASED PREMISES IS ATTACHED AT (EXHIBIT A) AT LESSOR'S (VILLAGE) EXPENSE. A survey sketch and legal description of the 6.1 acre Leased Premises prepared at Lessor's expense is attached as Exhibit A to this Lease and the boundary corners staked.

2.5 DEFINITIONS.

A. The term "Premises" shall mean the entire 6.1 acre unimproved, vacant land near the existing new Wastewater Treatment Plant as shown (as to approximate location) on Exhibit A hereto upon which Tenant may construct or install its Solar Array Facilities. The "Premises" will be surveyed at Lessor's expense within 30 days of the Commencement Date (Approval of Resolution by Village Council and US FAA) and the final surveyed location of the Premises will be then attached as final Exhibit A when survey is completed.

B. GoSolarGo's "Solar Array Facilities" are as described on Exhibit B hereto (GoSolarGo's July 10, 2015 Response to Kit Carson Electric Cooperative's RFP) (on pp. 3-5 thereof).

ARTICLE III TERM

3.1 BASE TERM. The base term of this Lease is 25 years and Tenant's obligation to pay rent hereunder shall commence on the date specified in Article I (and after passage of Village Ordinance No._____ authorizing this Lease) as the Commencement Date (hereafter "the Commencement Date") and shall continue thereafter during the Base Term specified in Article I herein and shall end on the last day of the last (25th) lease year of that Base Term, unless sooner terminated as hereinafter provided in this Lease.

3.2 LEASE YEAR. The term "lease year" shall mean the twelve (12) month period beginning on the first day immediately following the Commencement Date referred to in Paragraph 3.1 above and each year of the 25 years Base Term of the Lease thereafter measured from such Commencement Date.

ARTICLE IV RENT

4.1 RENT. The Tenant shall pay the Landlord the Rent for the Premises for the 25 year Base Term per Article I hereof, in an amount not to exceed \$158,600.00 as follows:

4.1.1 Cash only payment of \$30,000.00 upon the "Commencement Date" or the date upon which any construction on the Premises begins.

4.1.2 Cash only payment of \$25,000.00 on or before the First Year Anniversary of the Lease Commencement Date.

4.1.3 Payment of the remaining \$103,600.00 by either annual cash rent payments thereafter amortized over 24 years of \$4,316.66 or by certain in-kind contributions to the Village's Allen Fields Sports Complex and other related contributions which may include:

- a. Construction of Pavilion with energy /lighting generated via solar panels;
- b. Installation of Eloo bathrooms (quality TBD);
- c. Provide a Lighting Study;

- d. Construct/Provide a Maintenance Shed;
- e. Construct/Provide Bleachers;
- f. Construct/Provide Personalized Windscreen;

or by,

g. Affording a portion of the Solar Panels and Facilities for Village or Village of Angel Fire Community / resident ownership and use purposes, and electricity therefrom, if and when permitted by law and/or the NMPRC, during the term of this Lease.

4.1.4 VERIFICATION OF VALUE AND COMPLETION OF INSTALLATION OF THE IN-KIND IMPROVEMENTS TO ALLEN FIELDS SPORTS COMPLEX BY THE VILLAGE COMMUNITY DEVELOPMENT BUILDING DIVISION.

All in-kind contribution improvements, provision of solar panels, or electricity from the Project to the Village or the community, made by Lessee to the Village's Allen Fields Sports Complex or to the Village, will be subject to a final inspection and approval by the Village's Community Development Building Division as to completion, value and compliance with Village and State Building Codes. The remaining annual rent will be adjusted by the Village thereafter such approval and verification of value.

4.2 TAXES. Landlord agrees to pay all real estate taxes, if any, and all general or special assessments, which may be levied or assessed by any lawful authority for each calendar year during the Base Term of the Lease. No real estate taxes are being assessed by Colfax County at this time on this Village property. If Colfax County decides to assess any type of improvement property taxes based solely on Tenant's improvements / facilities, Tenant will be responsible for payment of such additional improvement taxes to Colfax County on the Premises.

4.3 SECURITY DEPOSIT. No Security Deposit is required.

4.4 APPRAISAL BY A QUALIFIED APPRAISER AT LESSEE EXPENSE PRIOR TO COMMENCEMENT DATE. Lessee has, prior to commencement of the Lease, obtained at Lessee's expense an appraisal of this Lease pursuant to NMSA 1978, § 3-54-1B from previously approved (by Lessor) qualified appraisers to establish that the stated maximum Lease Base Rent of \$158,600.00 paid by the Tenant to the Landlord Village of Angel Fire equals or exceeds the appraised value of the Lease. The appraised value of the Lease of the Leased Premises takes into account any building restrictions or setback requirements on adjacent Village lands (Article 5.5.1) to the south

and east of the Leased Premises. The Appraisal has been filed with the Village Clerk for public inspection.

4.5 LESSEE NAMING RIGHTS TO ALLEN FIELD PAVILION. Tenant/Lessee shall have "naming rights" over the Allen Sports Field Pavilion within the Allen Sports Field, which right may be exercised and signs made and attached thereto but only after:

4.5.1 Full cash rent payments have been made of \$55,000.00 to the Village by the end of the First Lease Year; and so long as;

4.5.2 The Village Council concurs on the chosen name subject to an "appropriateness standard" which concurrence will not be unreasonably withheld. The Village agrees in advance that the Pavilion can be named the "GoSolarGo Pavilion" however; and,

4.5.3 The naming rights for the Allen Field Pavilion may be revoked if Lessee fails to otherwise comply with the Lease Terms as to payment of the remaining annual cash rent or In Kind Rent or if Tenant breaches other material terms of the Lease.

4.6 PAST DUE AND ADDITIONAL RENT. In the event that any rental payment herein provided for is not in the possession of Landlord five (5) days after the due date, Landlord, besides any other rights and remedies which it may have (and not in derogation of those other rights and remedies), shall receive from Tenant, and Tenant shall pay to Landlord, a late charge in the sum of Twenty Five Dollars (\$25.00). Tenant shall pay to Landlord as additional rent, Twenty-five Dollars (\$25.00) for each of Tenant's checks returned to Landlord unpaid by Tenant's bank. If in kind contributions are not made as required, annual cash rent payments will commence.

4.7 HOLDING OVER. If Tenant shall hold over possession of the Premises after expiration of the original term of this Lease or any renewal term hereunder, Tenant shall become a tenant from month to month only and upon the terms, conditions and provisions herein. Such month-to-month tenancy shall be terminable by either party by its giving to the other party a written notice of intention to terminate such tenancy at least thirty (30) days prior to the date of termination. On or prior to such date of termination, Tenant shall quit and surrender possession of the Premises to Landlord. By nothing herein does Landlord grant Tenant permission to hold over or waive Landlord's right to obtain possession after the termination of this Lease.

ARTICLE V USE OF PREMISES

5.1 TENANT PERMITTED USE. The Premises shall be used and occupied by Tenant solely as for the purposes indicated in Article I, hereof, to wit: construction of temporary Structures and Solar Array Panels and Facilities as described in GoSolarGo, Inc.'s Response dated July 10, 2015 to KCEC's RFP for Lessee's Solar Array Project and as described on attached as Exhibit B hereto (pp. 2-5 of Response); and

5.1.1 TENANT'S USES OF THE PREMISES SHALL COMPLY WITH LAW. Tenant's above-described permitted use shall otherwise comply with all rules, regulations and laws of any governmental authority with respect to the use and occupancy of the Premises; and

5.1.2 TENANT SHALL FENCE AND SECURE PREMISES. Tenant shall completely fence and secure the Premises (final Exhibit A) for the 25 years of the Lease at Tenant's expense.

5.2 TENANT PROHIBITED USES. The Premises shall not be used in any manner which creates a public or private nuisance or violates the law or in any way hinders or limits or otherwise interferes with the existing Village Wastewater Treatment facilities and the Village operations conducted thereat adjacent to the Premises being leased hereby.

5.2.1 SPECIFIC ENVIRONMENTAL HAZARD USES PROHIBITED. No gas / petroleum storage facilities are allowed on or in the Premises Lands, no use, storage, or disposal of "hazardous substances" are allowed on the Premises as that term is defined by applicable federal and state environmental laws.

5.3 UTILITIES. Tenant agrees to install and pay for Tenant's requirements of electricity, gas, sewer, heat, cooling, water, telephone and all other utilities and all taxes or charges on such utility services which are used on or attributable to the Premises, the temporary structures/buildings of Tenant and parking therefor and all permitted uses for the Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any utilities to the Premises.

5.4 SIGNS. Tenant shall be entitled to place on any exterior door, wall or window of the Premises any sign or advertising matter, such right by Tenant shall include the right to use any existing signage on the Premises, operated at Tenant's sole expense. Tenant agrees to maintain such signs or advertising matter as in good

condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions and the determination of such requirements and the prompt compliance therewith shall be the responsibility of the Tenant.

5.5 QUIET ENJOYMENT. Landlord agrees that, if the rent is being paid in the manner and at the time prescribed and the covenants and obligations of Tenant being all and singular kept, fulfilled and performed, Tenant shall lawfully and peaceably have, hold, possess, use, occupy and enjoy the Premises so long as this Lease remains in force, without hindrance, disturbance or molestation from Landlord, subject to the specific provisions of this Lease.

5.5.1 LESSOR VILLAGE NOT TO BUILD ANY STRUCTURES ON ITS LANDS OR DO ANY OTHER ACT THAT INTERFERES WITH SUN SHINING ON LESSEE'S SOLAR PANELS FOR DURATION OF LEASE. The Lessor/Landlord Village shall not build any structures on its lands or do any other act that would interfere with the sun shining on Lessee's Solar Panels for the duration of the Lease Term.

5.6 SURRENDER OF PREMISES / TENANT'S REMOVAL OF SOLAR ARRAY PROJECT / STRUCTURES AND FACILITIES. At the termination of the Lease Term or any renewal term, the Tenant agrees to remove its temporary structure or buildings, solar array panels and facilities installed on the Premises and shall be required to re-grade the Premises and reclaim and return the Premises in the same condition as it was on the date of Commencement of Lease and Tenant's possession of the Leased Premises. At the end of the Lease Term, Tenant shall at Tenant's expense remove all structures, signage, facilities or infrastructure constructed or installed by Tenant on the Premises and remove any and all contaminated soils (above or below ground) caused by Tenants solar array activities and facilities on the Premises during the Lease term.

ARTICLE VI CONSTRUCTION AND MAINTENANCE OF TEMPORARY STRUCTURES ON PREMISES

6.1 TENANT'S SITE PREPARATION/SITE CLEANING/TEMPORARY STRUCTURES AND BUILDINGS. Subject to the provisions of Article I, and consistent with the uses of the Premises permitted under this Lease, Tenant has the consent of Landlord to construct or otherwise install temporary structures and buildings and solar array panels and facilities on the Premises with parking areas therefor, and all utilities therefor and curbs, gutters, foundations, and sidewalks therefor, if any, which work shall

be performed diligently in a first class, workmanlike manner and in compliance with all applicable governmental statutes, ordinances, rules and regulations. Tenant agrees to provide and pay for all such necessary buildings, structures, improvements, and utilities on the Premises or in or around the Premises, at Tenant's own cost and comply with all governmental statutes, ordinances, rules or regulations necessitated by Tenant's buildout.

During construction, Tenant (or Tenant's contractor) shall maintain Builder's Risk Insurance, naming Landlord as an additional insured in addition to maintaining the insurance required under Article VII hereof.

6.2 NO MECHANICAL LIENS. Tenant shall pay, when due, all claims for labor and/or equipment and materials furnished or alleged to have been furnished to or for Tenant at or for its use in the Premises whether or not such claims may be secured by any mechanics' or materialmen's liens against the Premises or any interest therein. At least ten (10) days prior to the commencement of any construction on the Premises, Tenant shall notify Landlord in writing thereof, so that Landlord may post a notice of non-responsibility on the Premises prior to and during such construction.

6.3 TENANT'S DUTY TO MAINTAIN TEMPORARY STRUCTURES AND BUILDINGS/SOLAR ARRAY PANELS AND FACILITIES. During the term of this Lease and any extensions thereof, Tenant shall, at Tenant's expense:

A. Keep and maintain in good, safe, order, condition and repair (including any such replacement and restoration as is required for that purpose) its own temporary structures or buildings, or solar array panels and facilities constructed and installed on the on the Premises and every part thereof and any and all appurtenances thereto wherever located.

B. Tenant shall keep and maintain the Premises and all such temporary structures and buildings thereon in a clean, sanitary and safe condition and in accordance with all the directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction over Tenant's Solar Array Project at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Premises and all appurtenances thereto.

C. Tenant will make all necessary repairs to the Premises needed for any permits for its own temporary building/structure/solar array panel and related facilities as required by any governmental authorities.

6.4 NO LANDLORD DUTY TO MAINTAIN OR REPAIR. Landlord shall have no duty to maintain or repair or insure the Premises or Lessee's structures, facilities, or solar array project panels; provided, however, that the Landlord shall maintain its own insurance on its own property as set forth in Paragraph 7.3.2 below.

6.5 LANDLORD DUTY TO PROVIDE EASEMENTS / ACCESS TO PREMISES TO TENANT FOR MAINTENANCE OF SOLAR ARRAY FACILITIES AND FOR MONITORING. The Landlord shall at all times provide access easement rights to Tenant for Tenant/Lessee to construct, maintain, and inspect its Solar Array Project Facilities.

ARTICLE VII INDEMNITY AND INSURANCE

7.1 INDEMNITY OF LANDLORD. Tenant hereby releases and shall defend, indemnify and hold Landlord harmless from all claims, actions, demands, losses, damages, liabilities and judgments (including attorneys' fees) for loss of life, personal injury, or property damage (including loss of income related thereto) arising from or relating to Tenant's possession or use of the Premises from any activity conducted by Tenant, its employees, agents, customers, contractors, subtenants, assignees, concessionaires or invitees on or about the demised Premises, during the term of this lease, or any renewal thereof, except to the extent such claims, actions, demands, losses, damages, liabilities, and judgments are caused by the negligence or intentional acts of Landlord or its employees or agents.

7.2 NOTICE OF CLAIM OR SUIT Tenant agrees to promptly notify Landlord of any known claim, action, proceeding or suit instituted or threatened against the Landlord. In the event Landlord is made a party to any action for damages which Tenant has herewith indemnified Landlord against, then Tenant shall pay all costs and shall provide effective counsel in such litigation or shall pay, at Landlord's option, the reasonable attorney fees and costs incurred in connection with said litigation by Landlord.

7.3 INSURANCE BY TENANT AND LANDLORD

7.3.1 Tenant's Insurance. During the Lease term and any renewals thereof Tenant agrees to maintain, at its expense, at all times the following insurance coverages:

A. Public liability insurance with the broad form comprehensive general liability endorsement including contractual liability insurance coverages and with such

increases in limits as Landlord may, from time to time reasonably require, properly protecting and indemnifying Landlord, in an amount not less than \$2,000,000.00 combined single limit for injuries or damages to persons.

B. "All risk" physical damage insurance including fire, sprinkler leakage, vandalism and extended coverage for the full replacement cost of all additions, improvements and alterations to the Premises and in kind contribution work performed on the Allen Sports Field performed by Tenant and of all office furniture, trade fixtures, office equipment, merchandise and all other items of Tenant's property on the Premises;

C. Worker's Compensation insurance, in form and amount required by law; and

7.3.2 Landlord's Insurance. Landlord shall maintain its own property and liability insurance with the New Mexico Municipal League Self-Insurance Fund and specifically as to the Wastewater Treatment Plant for any flooding, pollution, contamination or other failure of said Wastewater Treatment Plant that may affect the Premises (or any of Lessee's buildings, structures, fixtures or equipment thereon)."

7.4 TENANT'S INSURANCE POLICIES. Tenant shall deliver to Landlord true copies of all such policies of insurance as required by this Article, certified by the insurer. No such policy shall be cancelable or subject to reduction of coverage or other modification except after at least thirty (30) days' prior written notice to Landlord. Tenant shall, at least thirty (30) days prior to the expiration of such policies, furnish Landlord with renewals or renewal "binders" thereof. Tenant shall not do or permit to be done anything which shall invalidate any of such insurance policies. Insurance required under Paragraph 7.3 A and D shall name Landlord "Village of Angel Fire" as an additional named insured.

7.5 FAILURE TO PROCURE INSURANCE. In the event Tenant shall fail to procure insurance required under this Article and fail to maintain the same in force continuously during the term, in addition to all rights and remedies Landlord may have at law, in equity or under this Lease, Landlord may procure the same and Tenant shall immediately reimburse Landlord for such premium expense, which amount shall be payable as additional rent hereunder upon demand by Landlord.

7.6 PROPERTY OF TENANT / NO LANDLORD LIABILITY THEREFOR NOT CAUSED BY LANDLORD OR LANDLORD'S PROPERTY. Tenant agrees that all property, including its temporary structures and buildings and solar array panels and

facilities owned by it, on or about the Premises shall be maintained at the sole risk and hazard of the Tenant. Landlord shall not be liable or responsible for any loss or damage to Tenant, or anyone claiming under or through tenant, or otherwise, whether caused by or resulting from a peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the original Premises or elsewhere, except to the extent such damage or loss is caused by the negligence or an intentional or willful act of Landlord, its agents, employees or contractors. Notwithstanding any other provision of this Lease, if the Premises (or any of Lessee's buildings, structures, fixtures or equipment thereon) are damaged by flooding, pollution, contamination or other failure of the Wastewater Treatment Plant, Tenant will give immediate notice to Landlord. If the damage can be restored within 180 days, Landlord will, at its expense (i) to the extent of insurance proceeds actually received by Landlord, if Landlord elects to maintain insurance on the Premises in accordance with Section 7.3.2, or (ii) to the full amount of said damages, if Landlord does not elect to maintain insurance on the Premises in accordance with Section 7.3.2, restore the Premises and any leasehold improvements within the Premises to substantially the same condition that existed before the casualty. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within 180 days from the date of written notification by Tenant to Landlord of the casualty, and if the Premises remain untenable at the end of such period, Tenant may terminate this Lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations. However, if the damage cannot be restored within 180 days, Landlord will have the option either to restore the Premises to the extent described above) or terminate this Lease. If the damage cannot be restored within 180 days and Landlord chooses to restore the Premises, Landlord will notify Tenant of the estimated time to restore and, if the Premises are untenable as a result of the casualty, give Tenant an option to terminate this Lease by notifying Landlord within 10 days. If Tenant does not timely terminate this Lease, the Lease will continue and Landlord will restore the Premises as described above. To the extent the Premises are untenable after the casualty, the Rent will be adjusted or abated on a fair and reasonable basis. If the Lease is terminated under this Section, Tenant will pay Rent through the date of the casualty.

7.7 CONDEMNATION. If any part of the Premises is taken for any public or quasi-public use or by eminent domain or sold to a condemning authority under threat of condemnation, Landlord will have the option to either terminate this Lease (and Tenant will pay Rent through the date of the taking) or, if a sufficient portion of the Premises remains to allow Tenant to conduct its business, continue this Lease with a fair and

reasonable reduction of Rent for the remainder of the Lease term. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation."

**ARTICLE VIII
SOLAR ARRAY PANELS AND FACILITIES
TRANSFERS OR ASSIGNMENTS OF INTEREST UNDER THIS LEASE**

8.1 ASSIGNMENT/SALE. The Tenant may not assign or sell Tenant's rights to this Lease or to the Solar Array Project Facilities without the prior written consent of the Landlord, which consent will not be unreasonably withheld.

8.2 If Landlord approves any such assignment of Lease and Tenants sells or otherwise assigns the Lease for the Premises or the Solar Array Project and related Facilities, such purchaser, assignee, or transferee shall be deemed to have assumed all of the Tenant's obligations hereunder relating thereto.

**ARTICLE IX
DEFAULTS BY TENANT**

9.1 LANDLORD'S ELECTIONS UPON DEFAULT. Should Tenant at any time be in default with respect to any rental payments or other charges payable by Tenant, and should such default continue for a period of five (5) days after written notice from Landlord to Tenant; or should Tenant be in default in the prompt and full performance of any other of its promises, covenants or agreements herein contained and should such default or breach of performance continue for a period of ten (10) days after written notice thereof from Landlord to Tenant specifying the particulars of such default or breach of performance, (Provided, however, if Landlord is required to send more than two (2) written notices of default of any kind in any lease year, then Tenant shall be in default under this Lease notwithstanding any attempts to cure after the third failure by Tenant to timely perform) or should Tenant vacate or abandon the Premises; then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease.

In the event of Tenant's uncured default, Landlord shall have all rights and remedies at law or in equity, in addition those provided under this Lease, provided, however, Landlord shall have no duty to re-let or attempt to re-let all or any portion of the Premises in order to mitigate its damages for loss of rent during the Lease term.

9.2 USE OF TENANT'S PROPERTY. In the event of an uncured default, and in addition to other rights of Landlord hereunder and at law or in equity, all of Tenant's

fixtures, Solar Array Panels and Related Facilities, furniture, equipment, improvements, additions, alterations, and other personal property shall remain on the Premises and in that event, Landlord shall have the right to take the exclusive possession of same, or, at its option to require Tenant to forthwith remove same.

9.3 NON-WAIVER BY LANDLORD. The failure by Landlord to enforce any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease.

9.4 OPTIONAL ARBITRATION. In the event of any dispute between the parties hereto as to any matter in controversy under the Lease the Landlord shall have the option (but not the obligation) to submit the dispute to binding arbitration by delivering to Tenant a written demand therefor. Said arbitration shall take place before an arbitrator chosen by the parties, or if they are unable to agree within fifteen (15) days of the date of the written demand for arbitration, by the Chief Judge of the Eighth Judicial District Court of New Mexico. The cost of the arbitrator shall be split evenly by the parties. The arbitration shall take place within sixty (60) days of the date of the written demand therefor except that the arbitrator may grant minimal continuances as justice requires. The arbitration shall be controlled by the Rules of Civil Procedure and the Rules of Evidence of the State of New Mexico except as specifically provided for herein. The decision of the arbitrator shall be final and unappealable. In any arbitration or legal action concerning this Lease, the prevailing party shall be entitled to an award of attorney's fees, expenses and costs.

ARTICLE X GENERAL PROVISIONS

10.1 TIME IS OF THE ESSENCE. Time is of the essence in respect to the performance by Tenant and Landlord of all obligations hereunder.

10.2 NOTICES. All notices by either party to the other shall be made to the locations indicated in Article I hereof or at such other address as the party may from time to time designate in writing to the other Party to this Lease.

10.3 AUTHORITY. If Tenant is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents

and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said entity. Landlord warrants and represents to Tenant that Landlord is the title owner of the Leased Premises and has the authority to sign this Lease.

10.4 PARTIAL INVALIDITY. If any term or condition of this Lease or the application thereof to any person or events shall to any extent be invalid and unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable, shall not be affected and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.5 SUCCESSORS. The provisions, covenants and conditions of this Lease shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of each of the parties.

10.6 ENTIRE AGREEMENT - AMENDMENT. This agreement constitutes the entire agreement between the parties. Oral or written agreements in conflict with any of the terms of this Lease shall be without force and effect, all amendments to this lease shall be in writing, executed by the parties or their respective successors in interest.

10.7 MISCELLANEOUS.

A. In construing this Lease, "Landlord" and "Tenant" shall include the plural as well as singular, and the neuter gender shall include the masculine and/or feminine, when the context so requires.

B. This Lease shall be construed and enforced in accordance with the laws of New Mexico.

C. This document may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which together shall constitute one and the same document. Facsimile signatures shall be considered originals for purposes of this Lease.

LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY

**REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD
AND TENANT WITH RESPECT TO THE Premises.**

This Lease consisting of _____ pages, including the page on which these signatures appear, and Exhibit A (Premises) (to be supplemented by Final Survey within 30 days of Commencement Date) and Exhibit B (Use/Description) attached hereto, is entered into this ____ day of _____, 2015.

LANDLORD/LESSOR:

VILLAGE OF ANGEL FIRE

Date: _____

By: _____

Barbara Cottam
Its: Mayor

Per Village Ordinance

TENANT/LESSEE:

**CIELO DE MONTANA, LLC, a Texas limited
liability company**

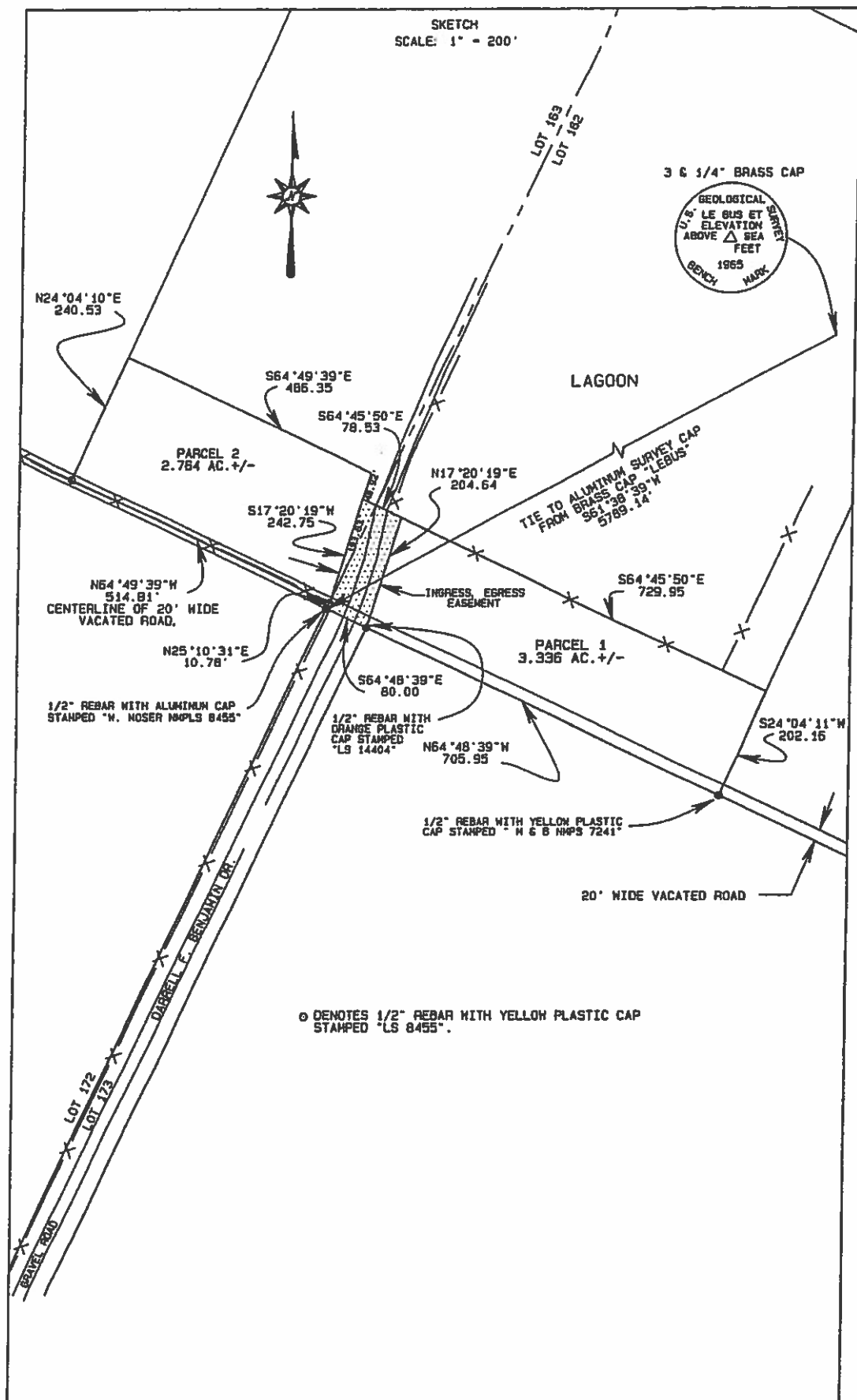
Date: _____

By: _____

Louise Herfel
Its: President

EXHIBIT A

6.1 ACRE "LEASED PREMISES"



PROPERTY DESCRIPTION**PARCEL 1**

All that certain parcel of land lying and being situate within the Maxwell Land Grant, within the Village of Angel Fire, Colfax County, New Mexico, being a portion of Lot 162 and a portion of a 20 foot wide vacated roadway within the Moreno Valley Land 3rd Subdivision, a plat of said subdivision having been filed in the Office of the Colfax County Clerk in Plat Book 2, Page 49, and being more particularly described as follows:

Commencing at a 1965 U.S. Geological Survey brass cap marking Station "LEBUS"; thence S61°38'39"W, 5789.14 feet to a 1/2" rebar with an aluminum cap stamped "W. MOSER NMPLS 8455"; thence S64°48'39"E, 80.00' feet to a 1/2" rebar with an orange plastic cap stamped "LS 14404" marking the southwest corner and point of beginning of the herein described parcel of land.

Thence running from said point of beginning N17°20'19"E, 204.64 feet to a point in a box wire fence; thence S64°45'50 E, 729.95 feet to a point; thence S24°04'11"W, 202.16 feet to a 1/2" rebar with a yellow plastic cap stamped "M & B NMPS 7241"; thence N64°48'39"W, 705.95 feet to the point of beginning, containing 3.336 acres of land more or less.

PARCEL 2

All that certain parcel of land lying and being situate within the Maxwell Land Grant, within the Village of Angel Fire, Colfax County, New Mexico, being a portion of Lot 163 and a portion of a 20 foot wide vacated roadway within the Moreno Valley Land 3rd Subdivision, a plat of said subdivision having been filed in the Office of the Colfax County Clerk in Plat Book 2, Page 49, and being more particularly described as follows:

Commencing at a 1965 U.S. Geological Survey brass cap marking Station "LEBUS"; thence S61°38'39"W, 5789.14 feet to a 1/2" rebar with an aluminum cap stamped "W. MOSER NMPLS 8455"; thence N25°10'31"E, 10.78 feet to a 1/2" rebar with a yellow plastic cap stamped "LS 8455" marking the southeast corner and point of beginning of the herein described parcel of land.

Thence running from said point of beginning N64°49'39"W, 514.81 feet to a 1/2" rebar with a yellow plastic cap stamped "LS 8455"; thence N24°04'10"E, 240.53 feet to a point; thence S64°49'39"E, 486.35 feet to a point; thence S17°20'19"W, 242.75 feet to the point of beginning, containing 2.764 acres of land more or less.

Together with an easement for ingress and egress more particularly described as follows: Beginning at the southeast corner of the above described PARCEL 2; thence N17°20'19"E, along the easterly line of said PARCEL 2, 193.83 feet to a point; thence S64°45'50"E, leaving the last mentioned line, 78.53 feet to the northwest corner of the above described PARCEL 1; thence S17°20'19"W, along the westerly line of said PARCEL 1, 204.64 feet to the southwest corner of said PARCEL 1; thence N64°48'39"W, 80.00 feet to a 1/2" rebar with an aluminum

cap stamped "W. MOSER NMPLS 8455"; thence N25°10'31"E, 10.78 feet to the point of beginning.

EXHIBIT B

PERMITTED USE OF PREMISES



Proposal

For Renewable Energy from Solar Generating Facilities

For

Kit Carson Electric Cooperative, Inc.

Angel Fire, New Mexico

July 10, 2015

GoSolarGo, Inc. (GSG) would like to thank Kit Carson Electric Cooperative, Inc. (KCEC) for the opportunity to participate in this request for proposal. We are very excited about this opportunity and are very proud to present our proposal for your consideration. We structured our response into the RFP key areas of importance. Specifically:

- System Design
- System Installation
- Site Selection
- Community Support
- Facility Purchase Option
- Cost
- GSG Team Experience

Please let us know if you have any questions.

Best Regards,



Louise Herfel

CEO, GoSolarGo, Inc.
214-437-1362
lherfel@gosolargoinc.com

System Design

GSG's design engineer is Dan Lepinski. Dan is one of the top photovoltaic design engineers in the United States and has extensive, diverse experience and involvement in the solar energy and electrical power industry, including electrical power systems, switchmode inverter design, advanced photovoltaics, battery systems, data acquisition, embedded software, energy efficiency, code compliance, and more. His background includes design of power electronics circuits, advanced knowledge in theory and application of switching power systems for residential, commercial, industrial, and utility-scale power systems involving single-phase, split-phase and three-phase power up to 100 MW in the North American and International power grids. Dan is highly skilled in complex engineering analysis, research and development, managing product design and development programs, and project management. He is a qualified instructor for CBOs, AHJs, and other code-compliance personnel. His credentials include NABCEP Master-level instruction for Entry Level through Professional Installer and Continuing-Education credit classes. Please see Dan's attached resume for additional detail.

The system for this project consists of 1.12 DC megawatts of photovoltaic modules mounted on a fixed ground mount racking system. Given the environmental considerations, a fixed array will be more reliable than a tracked system. Difference in power production between fixed and tracked is accommodated through the inclusion of additional photovoltaic modules, which can be incorporated at a lower cost and higher reliability factor than tracking.

AC output will be provided by two (2) SMA 500 kW three-phase inverters. Since the SMA inverters operate to -20°F and Angel Fire has reached extreme weather conditions of -47°F, we've included in our proposal housing for each inverter with dual heating systems to keep the interior temperature within an acceptable minimum operating range for each inverter.

Installation

Racking

We will subcontract with Patriot Solar to install the racking system. Patriot Solar has been manufacturing and installing photovoltaic racking since 2006 with projects that range in size from a few kW to over 3 MW.

While Patriot Solar will be the subcontractor for the racking installation, they plan to hire local personnel to assist with the installation.

For more information on Patriot Solar please visit their website:
<http://patriotsolargroup.com/solar>

Electrical & Panels

The master electrician managing the electrical installation aspects of the project is Thomas Edds, owner of Electric Distribution & Design Systems, which he founded in 1982. In 2002, Electric Distribution & Design Systems ("EDDS") began installing solar PV, solar thermal, and wind turbine systems. EDDS has installed 4.6 megawatts of solar PV as of Dec. 2014. Electric Distribution & Design Systems was voted into the top 400 national solar contractors by Solar Power World in 2013, 2014, and again in 2015.

With the assistance of our General Contractor, we will be hiring local electricians to work and be trained under Thomas.

General Contractor

Daniel Serna, Elk Country Outdoors, LLC, of Mora, NM will be overseeing and providing local trades to accomplish the following tasks:

- Array Site Preparation...basic leveling, brush removal and site access for construction.
- Fencing around the array (5'x6' wooden posts and wire matching airport fencing) with gated entrance. This was the fencing choice made by the Village of Angel Fire.
- Constructing a 10' Perimeter Road inside the fence for construction and operation/maintenance access.
- Concrete pads for the inverters.
- Design and build two inverter housing structures, including redundant electric heating sources to protect the inverters in very cold weather to keep it above -20 degrees. One would be a back up for the main and both would turn on if needed.
- Transformer placement and concrete pad. A pad would be constructed suitable to hold the transformer.
- Conduit trenching between rows to transformer and to the point of common connection.
- Array Security: Camera system on perimeter corners tied in to new fiber optic internet system.
- Master electrician(s) to install the panel strings and associated wiring in the conduits to inverters and to transformer. GSG installer will train and oversee the electricians..

Site Selection

Our first site choice is the land by the waste water treatment facility, owned by the Village of Angel Fire. However, if there are issues with obtaining a survey; agreement on the property value; and/or delays signing a lease agreement with the Village, GSG has identified a land purchase alternative for the array. This site is similar in location and orientation to the SSW. Additionally, it would be large enough for future battery storage.

Community Support

Community Involvement is one of GSG's core values. We not only contribute financially but we also give our time. Each of our Board Members is very active in non-profit organizations that range from Advisory Boards to sustainable environmental organizations/groups to active church involvement.

Specific to Moreno Valley, Tim and Louise Herfel live in Angel Fire and are a part of everyday life here. They volunteer their time and are members of:

- Village of AF Sustainability Committee with Tim being the Committee's Chairperson for the past year.
- Village of Angel Fire Economic Development Committee
- Renewable Taos

Besides volunteering their time on committees, Louise and Tim are organizing a fundraiser for the Village of Angel Fire Sustainability Committee called "Spare Part Arts", and are working on a project to develop Affordable Housing that utilizes solar panels.

GSG wants to assist with the needs outlined by the Village of Angel Fire and will work to contribute as much as financially possible towards meeting those needs.

In addition, the Village of Angel Fire and GSG would very much like to make the Angel Fire array into a community solar array. If GSG is the chosen developer, and the community solar array is approved by KCEC, it will be GSG's intention to enter into an agreement with SunShare, a community solar company with headquarters in Denver. Since this has been discussed publicly, many residents and businesses in the Village of Angel Fire have already approached Tim and Louise with their desire to purchase the panels.

Facility Purchase Option

GSG has included in our proposed Power Purchasing Agreement (PPA), the ability for KCEC to purchase said generating facility in years 7, 14 and 21 of this agreement. The price is dependent on fair market value at those times with a fair and reasonable process to reach agreement on price.

Cost

GSG proposes to sell the energy produced from the photovoltaic generating facility to KCEC at \$.10 per kWh. This would be a 25 year fixed price without escalation. Additionally, KCEC would receive all of the renewable energy credits (RECs) produced from the system.